Cases Reported this Week.

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CURRENT TOPICS.

WE LEARN that there is a probability that Mr. Justice KAY will not resume his duties in the first week of the ensuing sittings. It may be presumed, therefore, that Mr. Justice KEKEWICH will continue to act for him as heretofore for a short time longer.

AS HAS BEEN long anticipated, the Court of Appeal No. 2 has so far reduced its list as to have disposed of all appeals set down up to the end of January. The total number disposed of during the Hilary Sittings was 78, which includes 36 set down during the sittings. Those which remain are 29 in number, all of which were set down in February or March. In the list of Court of Appeal No. 1 there is a remanet of 69 appeals, consisting principally of cases set down since the commencement of the sittings.

A LITTLE BILL, introduced by Mr. NEVILLE, Q.C., and Mr. ARTHUR WILLIAMS, proposes to amend the Commissioners for Oaths Act, 1889, by providing that "an affidavit to be used in a county court may be sworn before any commissioner to administer oaths in the Court of Chancery of the County Palatine of Lancaster, not being a registrar of a county court." We are puzzled to understand why this Bill is described as a Bill to amend the Commissioners for Oaths Act. Surely the provision to be amended is section 83 of the County Courts Act, 1888, which provides that "an affidavit to be used in court may be sworn before . . . any commissioner to administer oaths in the Supreme Court, not being a registrar"?

THE LUNACY (CONSOLIDATION) ACT, 1890, which received the Royal Assent on Saturday last, is a very useful piece of legislation. It consolidates and enacts in one Act all the principal statutes relating to lunacy. One noticeable feature of the new Act is that it incorporates the sections of the Trustee Acts, 1850 and 1852, which specially deal with lunatics, and on which there have been so many difficult and technical decisions. The wording of these re-enacted sections is slightly different from the language in the original Acts from which they are taken. We cannot help thinking that it would have been wise to retain the old terminology, which has been the subject of so many judicial interpretations. The rules under this Act are, we understand, to appear shortly, and will entirely supersede the orders of 1883.

ONE OF THE RULES for the arrangement of business at *Nisi Prius*, issued in September, 1888, provides that "whenever two courts sit for the trial of any one class of actions, the causes which are marked with even numbers will be assigned to one of those courts, and those with uneven to the other." Before the rules were issued, it was pointed out in these columns by a correspondent of unrivalled practical knowledge and authority that such a provision would not fulfil either of its intended purposes of (1) enabling anyone interested in any one of the class of causes better to forecast its probable date of trial, or (2) rendering it necessary

for him only to watch the progress of one court instead of two. And after a year's trial of the rule the same high authority recently pointed out that, while the rule had failed in its intended effect, it had proved the source of great and useless waste of the money of suitors. We are glad this week to publish an intimation that the rule has been annulled.

We think that the Council of the Incorporated Law Society, in case the Land Transfer Bill should appear in a compulsory form, will do well to reprint, for distribution all over the country, an article by Mr. H. W. Challis, on "The Compulsory Registration of Titles," which appears in the April number of the *Law Quarterly Review*. The article, which is characterized by all the writer's well-known vigour and charm of style, is directed to proving the following propositions:—

"Whatever may be the motives of Lord Halsbury, it requires no great boldness to predict that, if his Bill should become law, the result will disappoint his expectations as completely as the Act of 1875 disappointed those of Lord Cairns; with this difference, that its failure will be no mere harmless disappointment, but will entail grave political consequences upon himself and his party. The prospect which lies before Lord Halsbury, if he should succeed in persuading Parliament to allow him to compel the recalcitrant landowners to place their titles on the register, may be thus delineated:—

"(1) A serious fine will be inflicted upon the whole of the existing landowners, or their immediate representatives in title.

"(2) Nearly all of these people, whom Lord Halsbury is calmly preparing to infuriate, are Tories; and nearly all the others are Liberal Unionists.

"(3) Lord Halsbury's scheme will not, at all events for a great many years, produce any considerable change in the present practice; which will continue to go on, side by side with, and in addition to, his system of registration.

"(4) Therefore the only practical result will be, even after the heavy costs of the original registration have been paid, to add the costs of the Registry Office to the ordinary costs of the present practice.

"(5) The Lost Tribe, who are longing for the promised land and are ready to pay everything except the cost of the conveyance, will therefore be worse off than ever; and no votes will be gained from this source (supposing it to have any existence) to replace those which the preliminary fine will alienate."

We do not quite concur in No. (3) of the above propositions, and we think that Mr. Challis has rather overlooked the opportunity given of rendering easy the obtaining of absolute titles by the provision of last year's Bill leaving "the examination of title to be required on registration with an absolute title" to be prescribed by rules to be made by the Lord Chancellor. Our own belief is that, if the Bill passes in its compulsory form, every effort will be made by the Registry Office to underbid and exclude solicitors by cheapening, and facilitating, the obtaining of absolute and qualified titles, and doing the whole of the solicitor's work in the office. But the article represents the view of the probable effect of the Bill taken by an acute and qualified observer, and it deserves to be pondered by every landowner.

A case of *Re The Doré Gallery (Limited)*, which came before Mr. Justice North on Friday in last week, should be noted by our readers. It shews the importance of adhering strictly to the mode of conducting the examination of witnesses before an examiner which is prescribed by the rules. Rule 12 of order 37 provides that "the depositions taken before an officer of the court, or before any other person appointed to take the examination, shall be taken down in writing by or in the presence of the examiner, not ordinarily by question and answer, but so as to represent as nearly as may be the statement of the witness, and when completed shall be read over to the witness and signed by him in the presence of the parties, or such of them as may think fit to attend," and it is added that "the examiner may put down any particular question or answer if there should appear any special reason for doing so." In the present case a motion was made to rectify the register of members of the company by omitting the name of the applicant. The motion was ordered to stand over, in order that the witnesses who had made affidavits might be cross-examined before an examiner. By the consent of the parties, instead of the evidence being taken down by the examiner in the way mentioned in the rule, it was taken down *verbatim*, in the form of question and answer, by a shorthand writer, who had been previously sworn by the examiner, and then a transcript of the shorthand writer's notes, signed by the examiner and the witness, was filed. The evidence having been completed in this way, the motion was mentioned again to the court, and it was asked that it might be set down for hearing in the list of non-witness actions. On being informed of the mode in which the evidence had been taken, Mr. Justice North said that it seemed to him a very improper course of proceeding, and he expressed a doubt whether he could admit the evidence which had been taken in this way. He thought that, in any event, it could only be admitted by consent of the parties, and then the right of appeal might be affected. We understand that this mode of taking down evidence before an examiner has not unfrequently been adopted of late, and it is, therefore, the more important that practitioners should be aware of the possible consequences.

The judge of the Ramsgate County Court (Judge Selfe) had to consider, in the recent case of *Rickford* v. *Wanstall* (*Wyatt, garnishee*), whether an issue pending between a judgment creditor and a garnishee in the High Court can be remitted to a county court for trial. In support of the remitting order, it was urged that as, by ord. 45, r. 4, of the Rules of the Supreme Court, an issue between a judgment creditor and a garnishee may be directed "to be tried or determined in any manner in which an issue or question in an action may be tried or determined," and as, under section 26 of the County Courts Act, 1856, an issue in an action of contract might have been sent for trial to a county court, therefore, there was now power to remit under section 65 of the County Courts Act, 1888, which enables an action of contract, in which a sum not exceeding £100 is claimed, to be tried in the county court. Judge Selfe, however, held that he had no jurisdiction to entertain a garnishee issue, even though it might have been granted in aid of a judgment obtained in an action of contract, as section 65 of the County Courts Act, 1888, clearly did not apply thereto, while ord. 45, r. 4, of the Supreme Court Rules must be construed as providing that a garnishee issue may be directed to be tried in any manner in which under order 36 an issue in an action can be tried "*in the High Court*," and not as giving power to transfer the trial of such an issue to the county court. The correctness of this decision, cannot, it is submitted, seriously be disputed. A garnishee issue is certainly not an issue in an action, nor between parties to an action, and could not, therefore, have been remitted to a county court for trial, even when there was power to remit issues in actions of contract from the High Court to the county court under section 26 of the County Courts Act, 1856. Moreover, this last named section has been repealed by the County Courts Act, 1888, which now enables *actions only* to be remitted from the High Court to the county court. Interpleader issues, it may be mentioned, can now be remitted to the county court by virtue of section 14 of the Judicature Act, 1884, though, prior to this express enactment, there was no power to do so (*Morris* v. *London and South-Western Railway Co.*, De Colyar's County Court Cases, p. 270).

Persons who have the misfortune to own unoccupied land may be thankful for the decision in *Giles* v. *Walker*. The parties appear to be neighbouring farmers, and the defendant fails to keep up his land to the liking of the plaintiff. In particular, he allows thistles to grow upon it, and the seeds from these float on the summer air and come as unwelcome visitors within the plaintiff's demesnes. Hence a further crop of thistles, and the expense of people to weed them up, to recover which an action was brought in the Leicestershire County Court. The result of this seems to indicate more sympathy with the plaintiff than knowledge of law, and the defendant was condemned to pay £3 for the damage caused by his negligence. Where, however, the negligence comes in is not clear, and the Divisional Court, to which an appeal was made, was somewhat more jealous of new actions. It would be very desirable, no doubt, if everyone would keep his land in good order, and generally if our neighbours were all that we could desire. But there are unfortunate aberrations from this ideal, and the law does not always put them right. Negligence appears to indicate the omission to perform some duty, but hitherto no man has been under any duty to the general public to cultivate his land in a careful manner, and yet there must have been unthrifty farmers ever since our law began. Had the thistles been purposely sown

it would, no doubt, have been a different matter, but here there was no act to form the foundation of a nuisance, and no breach of duty to serve as a basis for negligence. It is the plaintiff's misfortune that he found the law at first so compliant. Now he is probably reflecting that, however bad uninvited thistledown may be, the results of devising new causes of action are worse.

Some of the provisions of the Purchase of Land (Ireland) Bill, with regard to the effect of the vesting order which may be made by the Land Department for carrying into effect the sale agreed upon between landlord and tenant, strike us as peculiar. Clause 17 (4) provides that the estate in fee simple vested in the tenant by the vesting order shall, subject to the charge of the purchase annuity and to any charge for the excess of the purchase-money above the advance set out in the order, "be deemed to be a graft upon the previous interest of the tenant in the holding, and be subject to any rights or equities arising therefrom." As we read this provision, it will convert a charge on the previous interest as tenant into a charge on the new interest as owner in fee simple, a result very pleasing to the local money-lender, but apparently hardly fair to the tenant. Again, under sub-clause (5), "any privileges or advantages previously *in fact* enjoyed, *whether by permission of the landlord or otherwise*, in such manner and for such time that, if the holding had belonged to a different owner from the rest of the estate, they would have been easements, shall be easements within the meaning of this section, and shall be appurtenant to . . . the holding." It seems to us that this provision is likely to be a prolific source of litigation.

We report elsewhere the decision of Judge Stonor in the case of *Pattison* v. *Price* (*Price, Claimant*) upon a question of great importance to all who give credit to married women temporarily living apart from their husbands, though not actually separated by deed or judicial decree. The short point involved was whether an allowance made by a husband residing in India to a wife living in England, "in order that she might maintain herself and her children in a manner suitable to her state in life," was the wife's separate estate, or formed part of the husband's property? The county court judge has, in a considered judgment, decided against the claim of the husband, holding, upon the authority of various cases, and notably of *Re the Goods of Tharp* (26 W. R. 770, 3 P. D. 76, 84), that the allowance in question was the separate property of the wife, though subject to a liability on her part to maintain her children out of it. It is not improbable that this decision may give rise to an appeal, as it deals with a question of primary importance. In the meantime it is to be observed that this question has been determined by a judge who, as Chief Commissioner of the West India Incumbered Estates Court, displayed great familiarity with equitable principles in judgments, most of which were at the time reported in these columns, and which, to use the language of Lord Kingsdown in *Fraser* v. *Burgess* (8 W. R. 376) were characterized by remarkable learning and ability.

The case of *Reed* v. *Nutt*, which was decided by the Queen's Bench Division a few days ago, is of a somewhat novel character. The facts were shortly as follows:—A summons for an assault was taken out before a magistrate, upon which the complainant did not appear. Though the charge was not really gone into, no evidence being in fact taken, the magistrate gave the defendant a certificate of dismissal under 24 & 25 Vict. c. 100, s. 44, which, by section 45 of the same Act, is made a bar to all further or other proceedings, civil or criminal, for the same cause. The complainant having afterwards brought an action in the Lambeth County Court in respect of the same assault, the defendant sought to shelter himself from these proceedings by producing the certificate of dismissal. It has, however, been held that as such a certificate can be granted in these cases only where the complaint is dismissed upon the merits—*i.e.*, after a hearing of the evidence (see Stone's Justices' Manual, 25th ed., p. 133), the magistrate had no jurisdiction in the above case to give the defendant a certificate, and that, therefore, the action in the county court was maintainable.

MORTGAGES OF UNCALLED CAPITAL.

The Court of Appeal has affirmed the decision of Stirling, J., in *Re Pyle Works* (*Limited*) (38 W. R. 282), and has established the validity of mortgages of uncalled capital in respect of calls made in the winding up. It is assumed, of course, that power to pledge future calls is conferred either by the memorandum or the articles of association; but, such being the case, the judgment repudiates the distinction which was sought to be established between calls made before and those made after a winding up, and sanctions the view which has been generally recognized as correct ever since the decision of Jessel, M.R., in *Re Phœnix Bessemer Steel Co* (32 L. T. N. S. 854).

It cannot be denied that originally some doubt was felt as to all mortgages of uncalled capital, and in *Stanley's case* (12 W. R. 894, 4 De G. J. & S. 407), Turner, L.J., raised the objection that they involved an interference with the discretion which the directors ought to exercise in the making of calls. However, in *Re Phœnix Bessemer Steel Co.* this was disposed of by referring to section 38 of the Companies Clauses Consolidation Act, in which the power to mortgage future calls is expressly conferred. From this it is clear that there is nothing in such a transaction essentially inconsistent with the duties of the directors. The substantial question, then, that has arisen previously to the present case has been the extent of the power conferred by the articles—whether, that is, the power to mortgage really includes a power to mortgage future calls. In *Stanley's case* the power was to borrow on the security of the "funds or property" of the company, and, although, as we have seen, the decision was based, in part at any rate, upon an objection to mortgages of future calls altogether, it has also been treated as an authority that these particular words confer no such power. In *Re Sankey Brook Coal Co.* (*No.* 1) (L. R. 9 Eq. 721) James, V.C., recognized the ostensible but erroneous ground of the decision in the last-named case, and distinguished the one before him by the circumstance that it related to a mortgage of a call which had been already determined upon, and as to which, therefore, the directors had exercised their discretion. But in a second case arising in the same winding up (L. R. 10 Eq. 381), where the validity of a mortgage of a future call proper was in question, he proceeded upon the sounder ground that the power did not authorize it. Here it was a power to mortgage the "property and effects" of the company, and as the latter word did not seem to extend the former, he held that the construction of the power was governed by *Stanley's case*. The matter was also discussed by the Privy Council in *Bank of South Australia* v. *Abrahams* (23 W. R. 668, L. R. 6 P. C. 562), where again the power referred to the "property" of the company, and although *Stanley's case* was, of course, referred to and treated as authoritative, yet there was still a tendency to regard a mortgage of future calls as in itself bad. Thus it was said that "it would either leave it optional with the directors to give it effect by making calls which would be nugatory, or it would entirely alter the provisions of the deed as to calls, which is not to be implied." The next sentence, however, seems to shew a recognition of the true view, and states "that the right of the company (to make calls) is, strictly speaking, more in the nature of power than of property; and although that which a man has power to make his own may be charged, as well as that which is actually his, it requires *apt and proper words, or a sufficient context*, to have this effect." In other words, a power to mortgage future calls is good provided that the words in which it is expressed will bear this construction. And so in *Phœnix Bessemer Steel Co.* (*suprà*) Jessel, M.R., removed all doubt from the matter by expressing the unqualified opinion that power may be given to a company to mortgage future calls. In that case there was no question as to the construction of the power, as this in terms referred to future calls, and it is, of course, an ordinary precaution now to give the power in this distinct manner.

But, while it is admitted that a mortgage of future calls may be valid, a distinction is suggested between calls made prior to, and those made in, the winding up, and it is said that the occurrence of this event draws a sharp line, converting the capital at that time still remaining uncalled into a statutory fund out of which all the creditors are entitled to be paid *pari passu*. In the first place it is to be noticed that no such point was raised in the case last quoted, and the order there made certainly had reference to a call

which was about to be made by the liquidators of the company. So, too, in *Howard* v. *Patent Ivory Manufacturing Co.* (36 W. R. 801, 38 Ch. D. 156), KAY, J., recognized the validity of mortgages of calls to be made in the winding up. This case is important, too, with regard to the construction of powers, as the power there authorized mortgages of the "properties and rights" of the company, and it was held that the latter word sufficiently included the right to make future calls.

In order, then, to support the present contention, it was necessary to go behind the authority of these cases, and for this purpose reference was made both to the general scope of the Companies Act, 1862, and to the decisions which have settled that a contributory, who is a creditor of the company, has no right of set-off in respect of calls made upon him. Of course, it is clear that upon a winding up the Act requires the uncalled capital to be got in, and in the event of a deficiency it is to be applied *pari passu* among the creditors. Judicial *dicta* can also be quoted which may be thought to imply that the fund thus created is not ordinary property of the company, and which certainly emphasize the necessity for an equal distribution. Thus, in *Re Whitehouse & Co.* (27 W. R. 181, 9 Ch. D. 595) JESSEL, M.R., spoke of the liability of the contributories as not being a debt to the company, but a liability to contribute to its assets for the purpose of the winding up; but, as he applies the remark as well to capital unpaid on calls already made as to calls to be first made in the liquidation, it is doubtful how far the remark is in point. Moreover, in *Webb* v. *Whiffin* (L. R. 5 H. L. 711) it was held that the "assets" of the company, to which, under section 38, the members are bound to contribute, are identical with the "property," which, under section 133, is to be distributed *pari passu* in discharge of its liabilities, and both alike include all the unpaid capital recoverable from the shareholders. As to the duty to distribute the assets rateably among the creditors, this is so clear from the Act that it is hardly necessary to refer to the judgment of Lord SELBORNE in *Black's case* (21 W. R. 249, L. R. 8 Ch. 254), where it is strongly insisted upon. But, if the company has power to charge the future calls at all, the point seems to be immaterial, as the *pari passu* distribution cannot begin until these charges have been satisfied.

The different line that has been pursued in cases of set off has considerably lengthened, without materially adding to, the argument. The first was *Grissell's case* (14 W. R. 1015, L. R. 1 Ch. 528), in which the right of set off was denied on the ground that it was inconsistent with a *pari passu* distribution of the assets. Perhaps, however, too little stress was laid upon section 101, which allows the right in certain cases, and may, therefore, be said to exclude it in all others, and hence an opening was made for the difficulty introduced by the decision of the Common Pleas in *Brighton Arcade Co.* v. *Dowling* (L. R. 3 C. P. 175). Here the winding up was voluntary, and as it was thought that the right of set off was only excluded by section 101, and that that section did not apply to such a case, the right was allowed. But the distinction thus sought to be established between a voluntary winding up and one under the direction of the court was not approved in *Black's case* (*suprà*), where emphasis was once more laid upon the fact that set off was really excluded by the requirement of *pari passu* distribution. In *Re Whitehouse & Co.* (*suprà*), again, a new line was struck out by JESSEL, M.R., who insisted that the liability to contribute in the winding up was a debt, not to the company, but to the liquidator, and could not, therefore, be the subject of set off as regards a debt due from the company. This reasoning, however, seems hardly tenable, and was disapproved of by Lord Justice LINDLEY in the present case. According to him, apparently, the express allowance in section 101 of set off in certain cases excludes its allowance in all other cases, whether of voluntary winding up or of winding up under the direction of the court, and is of itself enough to account for the settled rule of law on the subject. At the most, then, these cases only emphasize the duty of *pari passu* distribution, but do not really touch the point in question. The creditor-contributory, who is refused a right of set off, has no specific claim upon the property of the company, and is in a widely different position from that of a mortgagee.

Thus the only question seems to be whether the produce of calls made in the winding up can really be regarded as a fund distinct from the capital of the company, set apart solely for the payment of the creditors generally, and which there is no power to charge. Such a contention, in view of the growth of the power to mortgage, it seems impossible to maintain. It can no longer be urged against mortgages of future calls that they interfere with the due discretion of the directors, and the power to make them is conceded. This is, indeed, merely applying to companies the doctrine of *Holroyd* v. *Marshall* (11 W. R. 171, 10 H. L. Cas. 191) as to assignments of after-acquired property. Moreover, the produce of calls made in the winding up has been decided, as we have seen, to stand on the same level as the ordinary property of the company. Hence, in the absence of any statutory restriction, it seems reasonably clear that, when once the mortgage has been made, the future calls are subject to it whenever and by whomsoever they are made, and their validity cannot be affected by the subsequent vicissitudes of the company. Such, at any rate, is the decision both of Mr. Justice STIRLING and the Court of Appeal, and it is in accordance with the settled practice of many years.

THE CUSTODY OF TITLE DEEDS.

A RECENTLY reported decision on this branch of law (*Re Burnaby's Settled Estates*, 42 Ch. D. 621) is scarcely an authority for what is stated in the headnote in the *Law Reports*—"An equitable tenant for life of a settled estate declared entitled to the custody of the title deeds upon undertaking not to part with them without the consent of the trustees, and to produce them to the trustees upon all reasonable occasions." Anyone reading this would suppose that the court had made a hostile order on trustees holding the legal estate and the deeds, to deliver up the latter to an equitable tenant for life, whereas, so far as we can find, no such order has ever been made, either in the case above mentioned or any other case. Mr. BURNABY, the equitable tenant for life, was let into possession of both the estates and the title deeds on the death of the testator, who had created the equitable life estate. In the following year the court sanctioned the raising of a sum, on mortgage of part of the estates, for building purposes; and the deeds of the mortgaged portion were handed over to the mortgagees. When the mortgage was paid off, the deeds, instead of being handed back to Mr. BURNABY, were, under protest from him, deposited in the joint names of himself and the trustees of the will. Of course, Mr. Justice STIRLING ordered the custody of the deeds to be given by the trustees—who submitted to the order of the court—to Mr. BURNABY, and the only strange thing about the case (except the headnote) is that any undertaking should have been imposed on the equitable tenant for life, who was really entitled to be placed *in statu quo*—*i.e.*, to resume the custody free from any condition. "If," says Lord ST. LEONARDS (Sugd. V. and P., 14th ed., p. 445), "they"—that is to say, the deeds—"have been taken into the Court of Chancery for a purpose which is satisfied, they will be delivered out to him"; and he refers to certain authorities, of which the following bear out the proposition in support of which they are cited:—*Webb* v. *Webb* (1 Eden, 8), *Churchill* v. *Small* (8 Ves. 322). It would be hard, indeed, if a tenant for life, whether legal or equitable, who had allowed the court to have the deeds for the purposes of a suit or other proceeding, were not allowed to resume possession when the court had done with them; and Mr. Justice STIRLING's judgment amounts simply to a decision that the tenant for life is so entitled, though an undertaking was imposed, which was probably submitted to by the applicant.

Even before the passing of the Settled Land Act, 1882, it had been laid down that a *legal* tenant for life was *primâ facie* entitled to the custody of the title deeds—at any rate, to "detain the deed against the reversioner": *Banbury* v. *Briscoe* (2 Ch. Cas. 42), *Strode* v. *Blackburne* (3 Ves. 221), *Garner* v. *Hannyngton* (22 Beav. 627). In the case last cited Lord ROMILLY said: "The rule is subject to some qualification; it does not apply to a case in which the legal estate is vested in trustees on particular trusts, one of which is to receive the rents and to pay them over to the tenant for life; in such a case I have held that the trustee was entitled to the custody of the deeds." But this is merely saying that only a legal, and not an equitable, tenant for life is entitled to the custody. Moreover, *Garner* v. *Hannyngton* is not an authority that even a legal tenant for life can recover the deeds from trustees who have lawfully come into possession of them, for the deeds in that case related to real estate, and the defendant was the residuary devisee and executrix. In *Stanford* v. *Roberts* (19 W. R. 552,

L. R. 6 Ch. 307) a summons by a legal tenant for life against trustees (with a power of sale with her consent) for delivery of the deeds was refused, and the Lords Justices declined to interfere, saying that, there being a suit pending, the judge below in his judicial discretion had held it most convenient that the deeds should remain where they were. In the course of the argument Lord Justice JAMES asked the question: "Must the deeds be delivered to a tenant for life where there are trustees with active duties to perform?" and the only attempt to answer was by reference to *Garner* v. *Hannyngton*, where the question did not arise. *Lady Langdale* v. *Briggs* (8 De G. M. & G. 391) is sometimes cited as an authority for more than the decision covers. Apparently no cases were cited to the court on the question of custody of the deeds. One of the two Lords Justices simply concurred in what the other said, and, from the judgment given, it appears that counsel had agreed that the court should exercise jurisdiction, and that the court was of opinion that the equitable tenant for life was entitled to have the custody of the deeds, which were in the hands of executors, and related to leaseholds, on such terms as should be reasonably sufficient for the protection and security of other persons. *Webb* v. *Webb* was cited in *Hicks* v. *Hicks* (Dick. 650), where apparently a similar application was made—viz., for delivery of the deeds to the tenant for life—but saith the reporter: "Little attention was paid to it; and this distinction was taken, that where deeds are in the hands of a tenant for life, the court will not take them out of his hands; but where they are not in his hands, the court will not order them to be delivered to him." *Hicks* v. *Hicks* was decided in 1785, but even so late as 1852 the same principle was recognized at common law in *Foster* v. *Crabb* (12 C. B. 136). There hereditaments had been conveyed to trustees to secure (*inter alia*) the payment of an annuity to the plaintiff during the life of the grantor, and the deeds were delivered to the trustees. The surviving trustee delivered the deeds to the defendant to be redelivered on his request, and the court held that the annuitant was not entitled to recover them. Chief Justice JERVIS, in delivering judgment, cited without disapproval the following extract from Viner's Abridgment (Faits. (Z), pl. 15): "If land be given to A. for life, remainder over [to several] by deed, any of them who first gets the deed shall retain it, and, therefore, whoever has any land entered in the deed when others have the residue of the land, yet he that has this parcel may on account thereof retain the deed." The court thought the object of the rule was "the avoiding of unseemly contest." There was no doubt that the tenant for life could maintain detinue for the deeds against a stranger, or even against the purchaser from a contingent remainderman (*Allwood* v. *Heywood*, 11 W. R. 291, 1 N. R. 289), but there is apparently no "clean" decision that even a legal tenant for life can recover the deeds from trustees with active duties to perform. In truth, trustees now-a-days generally and wisely avoid "unseemly contests" with the tenant for life, and this is perhaps the reason for the absence of modern authority on the question.

The Settled Land Acts, aided by the benevolent construction adopted by the courts, have given tenants for life, both legal and equitable, more extensive powers over settled estates, and it seems only fair that they should be more fully trusted with the title deeds. This ground was taken by the successful applicant in *Re Burnaby's Settled Estates*, and in a very recent case in chambers (*Beaumont* v. *Harrison*, unreported) Mr. Justice STIRLING ordered the deeds to be delivered by the trustees to the applicant, who was legal tenant for life of the freehold part of the settled estates, and only equitable tenant for life of the leaseholds and copyholds. By the settlement the trustees had power to sell at the request of the tenant for life, who alone had power to grant leases. The parties in *Beaumont* v. *Harrison* were not hostile; the trustees submitted to act as the judge should direct, and Mr. Justice STIRLING said that, considering the extended powers now given to the tenant for life, it was more convenient that he should have the custody of the deeds, subject to proper terms as to production, &c. It is not quite clear whether, if the trustees had actually objected to the jurisdiction, any order could have been made on them to hand over the documents. In all such cases, however, there seems to be a certain amount of discretion in the court—at any rate, to refuse to make an order for delivery (see *Stanford* v. *Roberts*, *ubi sup.*; *Davis* v. *Dysart*, 20 Beav. 405; *Ex parte Rogers*, *Re Pyatt*, 32 W. R. 737, 26 Ch. D. 31), and it may be that this discretion will be a little stretched if "unseemly contests" arise between tenants for life and trustees as to the custody of the sinews of title.

On other branches of the subject above discussed we may refer our readers to an article in 33 SOLICITORS' JOURNAL, 683.

CORRESPONDENCE.

THE NISI PRIUS RULES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am desired by the Lord Chief Justice of England to give notice that *Nisi Prius* Rule No. 15, that "Whenever two courts sit for the trial of any one class of actions, the causes which are marked with even numbers will be assigned to one of those courts, and those with uneven to the other," is annulled.

And that for the future London special and common jury actions will be tried under the same rules as jury actions in Middlesex.

March 31. T. W. ERLE.

CHANGE OF SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter of Messrs. Wakeford, May, & Woolf, which appeared in your issue of the 15th of March, I beg to inform you that I was served in a case (*Re Seymour, Seymour* v. *Seymour*, 1885, S. No. 2210) with a summons by the solicitors for a defendant out of the jurisdiction that their names might be removed from the record, as they desired no longer to represent their client.

Mr. Crowder, the chief clerk, considered himself bound to make the order under *De Mora* v. *Concha* (W. N., 1887, p. 194), but I carried the matter on appeal before Mr. Justice Chitty, who discharged the order without hesitation, declining to follow the case referred to, on the ground that he could not make an effective order for the removal of the defendant's solicitors' names from the record.

6, New-inn, London, W.C., April 2. H. A. DOWSE.

[We are much obliged to our correspondent for his communication, which seems to go far to settle the matter.—ED. *S. J.*]

CASES OF THE WEEK.

Court of Appeal.

KEARLEY *v.* **THOMSON AND ANOTHER**—No. 1, 31st March.

ILLEGAL CONTRACT—PART PERFORMANCE—RECOVERY OF CONSIDERATION.

This was an appeal from the decision of a divisional court (Huddleston, B., and Stephen, J.). It appeared that in July, 1886, a receiving order was made against a man named Clark on the petition of one Baines, and on July 15 he was adjudicated bankrupt. The defendants acted as Baines's solicitors, and on October 6 the plaintiff, who was a friend of Clark, entered into communication with them in order to procure easy terms for Clark, and it was arranged that the plaintiff should pay £20 then and a further sum of £20 on condition that Baines would not appear at the public examination of Clark or oppose his discharge. On October 6 the second sum of £20 was paid by the plaintiff to the defendants, who gave him a receipt for it and handed the money over to Baines, and on October 7 the public examination of Clark was held, at which neither the defendants nor Baines appeared. Before Clark obtained his discharge, however, the plaintiff demanded the money back from the defendants, and, being refused, the present action was brought. It was tried before Field, J., who left the parties to move for judgment, and the Divisional Court directed judgment to be entered for the defendants. The plaintiff appealed.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.), having taken time to consider the question, dismissed the appeal. FRY, L.J., who delivered a judgment, in which the Lord Chief Justice and the Master of the Rolls concurred, said that the tendency of the bargain was obviously to pervert the course of justice, and, indeed, that it had not been contended that it was not illegal. The defendants, as representing Baines, were under no obligation to appear at the public examination, but they were under an obligation not to contract themselves out of their liberty to appear. Assuming, then, that the contract was illegal, it was a general rule that a plaintiff who could not get at the money which he sought to recover without setting up an illegal contract could not succeed in his action. *In pari delicto potior est conditio possidentis.* In the case of *Collins* v. *Blantern* (1 Smith's L. C. 387) Wilmot, C.J., had said: "Whoever is a party to an unlawful contract, if he hath once paid the money stipulated to be paid in pursuance thereof, he shall not have the help of a court to fetch it back again." To that rule there were, however, certain exceptions. There was the case of oppressor and oppressed, where the oppressed person might recover from his oppressor money paid in pursuance of an illegal contract, and there was also the case of statutory protection of a class, such, for instance, as contracts void for usury,

but in both cases the ground on which the maxim was held not to apply was that the parties were not *in pari delicto*. To these exceptions a third class had been added by the decision in *Taylor* v. *Bowers* (12 Q. B. D. 291)—namely, that as long as the illegal purpose had not been carried out the person who had paid over money for that purpose might recover it back. That proposition was laid down in no earlier case, and for his own part, and the Lord Chief Justice agreed with his view, he could not but think that that extension of both principle and authority would some day require consideration by a higher tribunal. But, admitting that exception to the general rule to exist, would it apply to a case where a material part of the illegal purpose had been performed although another part had not been carried into effect? In his opinion it would not. To put an example, suppose that A. paid money to B. on a contract that B. should murder C. and D., and after B. had murdered C., but before the murder of D., A. brought an action to recover back the money that he had paid. It was clear that in such a case he could not recover it, and, therefore, in the present case, since the defendants and Baines had abstained from appearing at the public examination on October 7, they had partly carried out the contract, and it was impossible that the money paid to them could be recovered back. It had been urged that the remarks of the Master of the Rolls in *Herman* v. *Jeuchner* (15 Q. B. D. 561) were in opposition to this view, but he had the authority of the Master of the Rolls for saying that they were not so intended, and that that case was decided on the assumption that the illegal purpose had been wholly performed.—Counsel, *Crump*, Q.C., *Sidney Woolf*, Q.C., and *Lewis Thomas*; *Jelf*, Q.C., and *Edward Clayton*. Solicitors, *Aird & Hook*; *W. Perks*.

BUCKLE *v.* FREDERICKS—No. 2, 28th March.

Restrictive Covenant—Construction—Building Scheme—Prohibition of "Trade or Retailer of Wine, Spirits, or Beer"—Refreshment Bar at Theatre.

This was an appeal by the defendant against a decision of Kekewich, J. (*ante*, p. 348), granting an injunction to restrain the defendant until the trial of the action from carrying on at the Theatre Royal, Stratford, Essex, the business of an innkeeper, victualler, or retailer of wine, spirits, or beer. The defendant was the proprietor of the theatre, and in 1889 he erected, as an extension of the theatre, certain additional exits for use in cases of emergency, and also three refreshment bars, one on each floor. This extension was erected on a plot of land which had formed part of a building estate, and which was subject to a covenant to observe certain stipulations, one of which was that the trade of an innkeeper, victualler, or retailer of wine, spirits, or beer should not be carried on upon any of the lots forming part of the estate. The plaintiffs were the owners of neighbouring lots. Under the provisions of his theatrical licence the defendant was entitled to sell in the theatre refreshments, including wines, spirits, and beer. The sale of refreshments was confined to the frequenters of the threatre. The prices of admission to the theatre varied from 6*d.* to 2*s.* On behalf of the appellant it was contended that the covenant was only directed against carrying on the "trade" of retailing liquors, and that that was not the defendant's trade, the supply of refreshments being merely incidental to his business of a theatre proprietor. *Jones* v. *Bone* (18 W. R. 489, L. R. 9 Eq. 674) was relied upon. On behalf of the plaintiffs *The Bishop of St. Albans* v. *Battersby* (3 Q. B. D. 359) and *Graff* v. *Evans* (8 Q. B. D. 373) were cited.

The Court (Cotton, Lindley, and Lopes, L JJ.) affirmed the decision. Cotton, L J., said that the defendant in building the additional exits had provided means of procuring refreshments on each floor, and, having regard to the prices charged at the theatre, his lordship came to the conclusion that he was carrying on the "trade" of a retailer of wines and spirits. The defendant said that he was carrying on only the business of managing a theatre; but his lordship thought that a substantial part of his business was the retailing of wines and spirits. *Jones* v. *Bone* was a very different case from the present. As his lordship understood it, James, V.C., did not decide that there had been no breach of the covenant, but merely that the sale of wine and spirits in bottle by a grocer in the course of his business was not such a breach of a covenant similar in its terms to the present covenant as ought to be restrained by injunction. Moreover, the covenant in that case had been entered into at a time when the law as to off-licences was very different from the law as now existing. Lindley, L J., said that the defendant sold retail on his property wines, spirits, and beer every night of the year, Sundays excepted, to such of the public as chose to go to his bars by a particular road, that is, by paying for admission to the theatre. It was said that that was not carrying on the "trade" of a retailer of wines, spirits, and beer. If it was not, what was it? It was obvious that the defendant might have been made bankrupt as a trader by reason of his carrying on the business. Then why was it not a trade? Was it because it was ancillary to another trade? Upon the true construction of the stipulation his lordship held that the defendant had done that which he had agreed not to do. Lopes, L J., expressed a doubt whether the defendant did not derive as much profit from the sale of refreshments at the bars as from the admissions to the theatre. In his opinion the facts proved brought the case within both the spirit and the letter of the covenant.—Counsel, *Haldane*, Q.C., and *C. Lyttelton Chubb*; *Marten*, Q.C., and *Swinfen Eady*. Solicitors, *M. B. King*; *Russell & Co.*

Re THE PYLE WORKS (LIM.)—No. 2, 1st April.

Company—Mortgage of Uncalled Capital—Validity as regards Calls made in Subsequent Winding up—Companies Act, 1862, ss. 7—9, 14, 16, 26, 38, 43, 75, 94, 95, 98, 101, 102, 133.

This was an appeal from the decision of Stirling, J. (*ante*, p. 181, 38 W. R. 282), the question being whether mortgages made by a limited company of their uncalled capital were valid as regarded calls made by the liquidator in the subsequent winding up of the company, so as to give the mortgagees priority over the general creditors of the company in the distribution of the assets of the company. The company was formed with a capital limited by shares, and amongst the objects stated in the memorandum of association were these: "To borrow money by mortgage or otherwise, receive money on deposit, and issue transferable and other bonds, and mortgage debentures and other securities, founded or based upon all or any of the real and personal assets or on the credit of the company." And the articles of association provided that the board of directors "may from time to time borrow on bonds or debentures of the company, or on mortgage of all or any part of the property of the company, and either with or without including in any such mortgage all or any definite proportion of the capital of the company then uncalled, such sums of money as they from time to time think expedient." The directors, while the company was a going concern, had executed several mortgages of uncalled capital of the company, and in the subsequent winding up of the company the liquidator raised the question whether the mortgages were valid as affecting calls made in the winding up. Stirling, J., held that they were.

The Court (Cotton, Lindley, and Lopes, L JJ.) affirmed the decision. Cotton, L.J., was of opinion that the memorandum and articles of association of the company conferred power to mortgage uncalled capital. It was said that calls made in the winding up were not part of the property of the company. It was said that a mortgage of future calls would fetter the discretion of the directors as to the making of calls. In his lordship's opinion that was not so when express power was given to mortgage uncalled capital. It was contended that calls made in the winding up were not to be considered as part of the capital of the company; that they depended upon section 38 of the Companies Act, 1862, which gave an entirely different right as to the making of calls from the power of the directors. His lordship did not take that view. The question was as to calls in the winding up of a company limited by shares—not as to a guarantee of a certain amount to be called for only in the event of the winding up of the company. In that case the amount guaranteed would not, his lordship thought, be part of the capital of the company. But in the case of a company limited by shares, the power of the liquidator to make calls in the event of the winding up of the company was only a power to call up the uncalled capital of the company. No doubt it was a different power from that of the directors to make calls while the company was a going concern, their power, for instance, being subject to restrictions as to the times at which calls could be made. The power of the liquidator to make calls in the winding up was not subject to any of these restrictions, but still it was a power to call up the capital of the company. The decision of Jessel, M.R., in *Re Whitehouse* (9 Ch. D. 595) related to another matter—the right of set-off by a contributory; the decision was right, though the ground of the judgment was, in his lordship's opinion, wrong. In *Webb* v. *Whiffin* (L. R. 5 H. L. 711) Lord Cairns spoke of calls made in the winding up of a company as a fund specially set apart for payment of the debts of the company still remaining due. But the question he was dealing with was, whether the calls made on contributories on the B. list could be set apart to pay particular debts of the company, and what he said was really against the present appellant. He said that the whole of the calls—from the A. and B. contributories—must be thrown into a common fund, which he spoke of as "capital" of the company. In his lordship's opinion, in a limited company like the present company, the calls made by the liquidator in the winding up were part of the capital of the company. The more serious question was whether there was anything in the Companies Act, 1862, to prevent an effectual mortgage of that part of the capital which was called up by the liquidator in the winding up. There was no express prohibition in the Act of such a mortgage. Was there anything amounting to a necessary implication? It was said that it was part of the assets of the company which were to be collected and applied in paying all the creditors equally. But what were "assets" of the company in the winding up? In his lordship's opinion, the "assets" were that part of the capital or property of the company with which the directors had not effectually dealt before the winding up. If an effectual mortgage had been made, the equity of redemption of the mortgaged property would be part of the "assets." The "assets" of the company must be applied by the liquidator equally among the creditors, but, in his lordship's opinion, the uncalled capital which had been mortgaged was not "assets" of the company—*i. e.*, not free assets which could be dealt with for the payment of debts. It was said that the general object of the Companies Act would be defeated if such a mortgage were effectual. It might possibly have been better if the Act had contained a prohibition of such mortgages. But the company had power to deal with their property, and, if the Act did not contain such a prohibition, it would be wrong for the court to introduce it merely because it might think it would have been better that it should be there. The Legislature could have inserted the prohibition if they had thought fit to do so. The court ought not to do that which would seriously interfere with the disposition of the property of the company. Then section 43 must not be overlooked. It required the directors to register all mortgages of the company's property, including mortgages of capital uncalled at the commencement of the winding up. Nor could the analogy of the Companies Clauses Consolidation Act, 1845, be disregarded. It gave express power to mortgage uncalled capital. It was true that the companies to which that Act applied could not be wound up, but still unpaid calls could be reached by creditors by means of a *scire facias*. And this provision tended to shew that the Legislature did not think it necessary to prohibit in the Act of 1862 mortgages of uncalled capital which they had expressly

authorized by the Act of 1845. The authorities, so far as they went, were against the appeal. In *Re Phœnix Bessemer Steel Co.* (44 L. J. Ch. 683), though the point was not specially argued, Jessel, M.R., treated it as clear that such a mortgage, if within the powers conferred by the memorandum and articles of association of the company, was valid. And the same view was taken by Kay, J., in *Howard* v. *Patent Ivory Manufacturing Co.* (36 W. R. 801, 38 Ch. D. 156), in which all the authorities were considered. In all the cases, such as in *Re Sankey Brook Coal Co.* (L. R. 10 Eq. 381), in which such a mortgage had been held invalid, it was because it was not authorized by the memorandum and articles of the company. In his lordship's opinion there was nothing in the Act, either expressly or by necessary implication, to prevent an effectual mortgage of calls afterwards made in the winding up of the company. It was said that the mortgagees in the present case were shareholders in the company, and that if these mortgages were valid there would be a set-off of the debt due to them against calls payable by them, and that this would be contrary to the Act. But the charge created by the mortgage was a general charge on all the unpaid calls, and not merely on the calls made upon the particular shareholder who was the mortgagee. In his lordship's opinion the principle of the decisions, that there could not be a set-off of calls against a debt due by the company, did not apply to such a case. LINDLEY, L.J., delivered a written judgment as follows:—In order to decide the question raised by this appeal it is necessary to study the Companies Act, 1862, and the Acts amending it, and in particular those portions of them which relate to capital, to calls, to the liabilities of members, and to the collection and distribution of assets in the event of a winding up. The sections which relate to capital are sections 8 (5), 14, 26. It is plain from these sections that what is meant by the capital of a company having its capital divided into shares, is the nominal capital mentioned in the company's memorandum or articles of association, as the case may be. This is the sum which the directors are empowered to raise by issuing shares, and which those who take shares agree to pay to the extent of the nominal amount of the shares which they respectively hold. A power conferred by the articles of a company to call up or to mortgage or otherwise deal with its capital extends to its nominal capital, and (unless restricted in terms) to the whole of such capital. But such a power does not extend to other moneys which, although raisable in the event of a winding up, form no part of the capital of the company. The sections which relate to calls and to the liabilities of members in respect of their shares are sections 7, 9 (4), 16, 38, 75, 101, 102, and the Companies Act, 1867, s. 25. The general effect of these sections is, to render each member liable to pay the full amount of his shares, and, in the case of unlimited companies and companies limited by guarantee, a further sum in the event of a winding up, but only in that event. This liability is in the nature of a specialty debt due to the company, accruing in respect of each share held from the time of its acquisition, and it is a liability which, in the case of limited companies, can only be discharged by payment in cash, unless an agreement to the contrary is duly registered. The sections which relate to the collection and distribution of assets in the event of a winding up are sections 94, 95, 98, 101, 102, 133. All actions which have to be brought in order to get in the distributable assets are brought by the liquidator in the name of the company, section 95 (1), and, although he is empowered to take proceedings in his own name when it is inconvenient to use the name of the company, section 95 (7), he ought not to adopt this form when there is no necessity for doing so. The form of procedure is, however, immaterial as regards the rights and liabilities sought to be enforced. See *Ex parte Kintrea* (L. R. 5 Ch. 95). The assets when got in are distributable *pari passu* amongst the unsecured creditors of the company, and members of a limited company cannot set off money due to them from the company against moneys which the liquidator is empowered to collect for the payment of the debts of the company. A careful study of the foregoing enactments will be found to warrant the following inferences:—1. That uncalled-up capital on any share is money which its holder is bound to the company to pay to it, when required by the proper authority. The right to require payment of this money is vested in the company, and, when payment is required, the amount payable is a debt due to the company in all cases, whether the payment is required before or after liquidation. 2. That the Companies Act, 1862, does not say when or by whom the uncalled-up capital is to be called up before the company is in liquidation. The Act leaves this matter to be regulated by the company's articles of association. But, after a liquidator is appointed, he is the person to exercise the power of calling it up. 3. That directors can only make calls at such times, after such notices, and of such amounts as are prescribed in the articles of association, but liquidators are not bound to observe the articles as regards these matters; liquidators both can and must collect the assets which it is their duty to distribute as speedily as circumstances will permit. 4. That the Act contains no clause forbidding mortgages of assets, although every mortgage withdraws from the unsecured creditors that which, but for the mortgage, would be distributable among them in a winding up. So far from forbidding mortgages, the Act of 1862, section 43, requires limited companies to keep a register of all mortgages and charges of their property, from which it is obvious that such mortgages were contemplated. The members are left to decide for themselves what powers of mortgaging they will confer on their directors. All mortgages and charges by limited companies under powers conferred by their articles ought, I apprehend, to be registered under section 43, whether what is mortgaged or charged is, at the date of the mortgage or charge, existing property of the company, or property which the company has only a power of acquiring and of equitably charging. There being no prohibition in terms against mortgaging uncalled-up capital, is such a transaction forbidden by necessary implication—*i.e.*, are there provisions in the Act to which full effect cannot be given, if such a transaction is upheld? I can find none. Those moneys which are payable only on a winding up, and which by the Act are excluded from the capital of the company, are never under the control of the directors, and cannot, I apprehend, be dealt with in any way by them. Those moneys form a statutory fund, which only comes into existence when the company is in liquidation—that is to say, when the powers of the directors have ceased. But uncalled-up capital is in a totally different position. The liability to pay it up does not depend on the contingency of liquidation. The power to call it up can be exercised by the directors, and all money raisable in respect of it is an asset of the company. When calls are made by directors it is the capital which they call up; and when calls are made by liquidators it is capital which they call up, so long as there is capital to call. In ordinary limited companies they can require payment of nothing else, in other companies they can, and it is unnecessary to distinguish the calls in respect of capital from calls in respect of further liability. But the proposition that calls made by the liquidators of an ordinary limited company are not calls of capital, but of other moneys payable by statute, seems to me very paradoxical, and to be a proposition which leads to the strange conclusion, that members of such companies are under two liabilities and not one—viz., a liability to pay up the capital, and another to pay up a sum equal to it, with, I suppose, a substitution of the latter liability for the former in the event of a winding up. This view is, I think, erroneous, and the language of the Companies Act, 1879, to which I will refer presently, is inconsistent with it. *Webb* v. *Whiffen* (L. R. 5 H. L. 711) appears to me to be rather in favour of than opposed to the view which I take of this matter. On a winding up it is the liquidator's duty to get in and distribute the assets of the company, including all uncalled-up capital, if it is required. But what are assets of the company which the liquidator can get in and distribute depends on what alienations, charges, or incumbrances have been validly made or created before the winding up began. If the company has mortgaged or charged its property, or any debt due to it, or any money of which, although not a debt, the directors had the power of requiring payment of, there is nothing in the statute which entitles the liquidator to disregard such mortgage or charge. Those who contend that the liquidator, although bound to regard mortgages of specific property and floating charges, is at liberty to disregard charges on uncalled-up capital, are bound to shew why those last charges are less valid than the first. Reliance is placed on the statutory enactment prohibiting set-off, and on the cases relating to that subject; and unquestionably there are passages in some of the judgments in those cases which, if taken as starting points and made the basis of further reasoning, might lead to a conclusion different from that at which I have arrived. I allude more particularly to *Black & Co.'s case* (L. R. 8 Ch. 254) and *Whitehouse's case* (9 Ch. D. 595). But the proper starting point is the statute itself. The exposition of it given in those and other cases is valuable; but it must never be overlooked that there is a section in the Act (section 101) expressly forbidding set-off in the winding up of limited companies, and that this express prohibition is the basis of the reasoning in the cases in question. In *Whitehouse's case* Jessel, M.R., criticized the reasoning of the Court of Common Pleas in *Brighton Arcade Co.* v. *Dowling* (L. R. 3 C. P. 175), on the ground that there the court was wrong in treating a call made by the liquidator in a voluntary winding up as a debt due to the company. But, with deference to Jessel, M.R., it appears to me that on this point he was himself mistaken. The decision in *Brighton Arcade Co.* v. *Dowling* was, in my opinion, clearly erroneous, because, although the call was a debt due to the company, the statute, properly construed, prohibited the allowance of a set-off in cases of voluntary winding up, as well as in cases of winding up by the court, or subject to its supervision. I have thought it desirable to call attention to this matter, as, although the decision in *Whitehouse's case* is, in my opinion, quite correct, some of the observations in it are, I think, themselves open to comment, and are opposed to the conclusions at which I have myself arrived. Having now dealt with the Act and the decisions most opposed to the validity of mortgages of uncalled capital, it is necessary to refer to the authorities in which such mortgages have been held valid. *Re Phœnix Bessemer Steel Co.* and *Howard* v. *The Patent Ivory Co.* are distinct authorities in their favour. But there are many other cases in which the courts have taken for granted that such mortgages would have been valid if the regulations of the company had authorized them in sufficiently plain language. *Re Sankey Brook Coal Co.* (L. R. 9 Eq. 21, 10 *Ibid.* 381), *Brookhouse's case* (15 Ch. D. 465), *Bank of South Australia* v. *Abrahams* (L. R. 6 P. C. 562), *Stanley's case* (4 De G. J. & Sm. 407) paved the way for these decisions by treating the question as one of construction only. Further, article 7 of table A, relating to the prepayment of uncalled capital, shews that uncalled-up capital may be anticipated, and the fund for distribution in the event of winding up be thereby reduced. Members who prepay the amounts which may be called up on their shares are not liable to pay them up again in the event of a winding up. This was decided in *Poole, Jackson, and Whyte's cases* (9 Ch. D. 322), and this case goes far to shew that calls made by the liquidator in winding up a limited company are in respect of uncalled capital, and not in respect of a liability to contribute to some other fund. The Companies Act, 1879, s. 5, enables a limited company to divide capital into two parts, one of which shall only be called up in the event of a winding up. When the capital of a company has been so divided, that part which can only be called up in the event of a winding up ceases to be subject to the control of the directors, and cannot, I apprehend, be charged or disposed of by them. Whether such part can be prepaid need not be discussed. The language of this enactment, however, again supports the view that calls made by the liquidator of an ordinary limited company in course of winding up are made in respect of capital, and not in respect of some statutory fund more or less distinguishable from it. The

Companies Clauses Consolidation Act, 1845, expressly enables companies governed by that Act to mortgage unpaid-up capital. Such a mortgage would, I apprehend, prevail against a judgment creditor of the company who was proceeding by *scire facias* against a shareholder whose shares were not ully paid up, and such a mortgage would equally prevail against a liquidator making calls in winding up a company governed by the same Act and capable of being wound up under the Companies Act, 1862. This shews that there is nothing contrary to public policy in allowing companies with limited liability to mortgage their unpaid-up capital. It is true that there is no such express power given in the Companies Act, 1862, but this is accounted for by the fact that the Act in question leaves powers of mortgaging and other powers of directors to be regulated by the company's articles of association. The omission of express power to mortgage unpaid-up capital affords, therefore, no sufficient ground for negativing such power. In conclusion, I can find nothing in the Companies Act, 1862, or subsequent Acts amending it, expressly or by necessary implication prohibiting limited companies from mortgaging their unpaid-up capital; nothing to shew that the view hitherto taken and daily acted upon, and according to which such mortgages are valid, even as against creditors in a winding up, is erroneous; nothing which would justify the court in holding the mortgages in this particular case invalid. Finding nothing to prohibit them, and an article expressly authorizing them, I am of opinion that they are valid. LOPES, L.J., assented to the judgments of the other members of the court, though he felt great doubt as to their correctness, his doubts being founded on what was said by Lord Selborne, L.C., in *Black & Co.'s case* (L. R. 8 Ch. 264)—that he thought it "not competent for any person whatever, by any antecedent contract, to alter the administration of the assets of the company under such" (*i.e.*, a voluntary) "a winding up"—and on the fact that in none of the cases, in which a mortgage of future calls had been held good, had the point been really contested. But he deferred to the judgments of his learned brethren, who were much more familiar with the law of companies than he was. The court allowed only one set of costs to three sets of mortgagees who appeared by different counsel.—COUNSEL, *Rigby*, Q.C., *Phipson Beale*, Q.C., and *Carson*; *Sir H. Davey*, Q.C., and *F. Whinney*; *Giffard*, Q.C., and *Haldane*, Q.C.; *Buckley*, Q.C., and *Ashworth James*. SOLICITORS, *Drake, Son, & Parton*; *Lane, Monro, & Soutter*; *Maples, Teesdale, & Co.*; *G. M. Clements*.

High Court—Chancery Division.

Re ECCLESIASTICAL COMMISSIONERS AND KING'S CONTRACT—Chitty, J., 25th March.

CHURCH BUILDING ACTS OF 1818 AND 1838 (58 GEO. 3, C. 45, SS. 33, 51, AND 1 & 2 VICT. C. 107, S. 9)—PARSONAGE SITE—RESALE OF SITE.

In this case the question arose whether the powers of the Building of Additional Churches Act, 1818 (58 Geo. 3, c. 45), with reference to the resale of land purchased for church sites were incorporated in the amending Act of 1838 (1 & 2 Vict. c. 107), so as to extend to the resale of land purchased for parsonage sites. By the Act of 1818 the Church Building Commissioners are empowered to accept land as sites for building churches and parsonages, and also empowered to acquire by purchase sites for churches, and, by section 51, after reciting that the commissioners may purchase lands to be made use of for the purposes of the Act, and it may happen that no church shall be built thereon, and it may in such case become necessary to sell the same, it is enacted that it shall be lawful for the commissioners to resell the lands not wanted for the purposes of the Act, provided always that the first offer of resale is to be made to the persons of whom the commissioners have purchased the lands. By the Act of 1838 it is provided that all the powers and authorities given and conferred by the Act of 1818 for enabling persons to convey, and the commissioners to take, land for the sites of churches, shall extend to the transfer, by sale or exchange only, of land for a parsonage. It appeared that in 1884 a piece of land was conveyed by way of sale to the Ecclesiastical Commissioners (in whom the powers of the Church Building Commissioners are now vested) as a site for a parsonage for the incumbent of St. James's Church, Clerkenwell, but, no parsonage having been built thereon, and the land having become unsuitable for its purpose, the commissioners now desired to resell the same. The land had been first offered to the original vendor, but had been declined. A provisional contract had since been entered into with a purchaser.

CHITTY, J., said that section 9 of the Act of 1838 was an extension of the commissioners' powers of acquiring lands for parsonages by means of taking sites by way of purchase. The recital in section 51 of the Act of 1818 only shewed the motive of the enactment which followed it, and the subsequent proviso shewed that the enactment did not apply to lands given. The land acquired by purchase under section 9 of the Act of 1838, if not wanted for a parsonage, fell within the power of resale conferred by section 51 of the Act of 1818. The form of section 9 of the Act of 1838 was material, and shewed an intention on the part of the Legislature to subject the lands acquired under it to the power of resale. On general grounds it would be absurd that the commissioners should be able to buy sites for churches, and if they did not want such sites to resell them, and also be able to buy sites for parsonages and not to be able to sell them if they were not wanted. No reason could be suggested why the commissioners should have to keep such sites on their hands for ever. His lordship added that the Act of 1845 for further amendment of the Church Building Acts (8 & 9 Vict. c. 70), s. 25, might also enable the commissioners, in a case like the present, to make a good title. He, however, preferred to give no decision upon the effect of the last-mentioned Act. He held that the commissioners were enabled to make a good title to the land.—COUNSEL, *Jeune*, Q.C., and *Blakesley*; *Rudall*. SOLICITORS, *White, Borrett, & Co.*; *Potter, Sandford, & Kilvington*.

Re UNITED BACON CURING CO.—North, J., 29th March.

COMPANY—WINDING-UP PETITION—ADVERTISEMENT—RESOLUTION FOR VOLUNTARY WINDING UP PASSED AFTER PRESENTATION OF PETITION—AMENDMENT OF PETITION—RE-ADVERTISEMENT.

This was a petition presented by the company itself for the winding up of the company by the court. It was presented on the 6th of March, and came on for hearing to-day. On the 21st of March a resolution for the voluntary winding up of the company, which had been passed on the 25th of February, was confirmed. On the hearing of the petition the court was asked to make a supervision order.

NORTH, J., assented to this course, but said that the petition must be amended by stating the passing and confirmation of the resolution.

It was then suggested that, if the petition were amended in this way, it would be necessary that it should be re-advertised, and that this would cause delay.

NORTH, J., said he had no doubt of his jurisdiction to make the supervision order without any amendment of the petition, though he thought it was more convenient that the resolution should appear on the face of the petition. But he did not consider that the alteration in the petition was such as would require that it should be re-advertised. The passing of the resolution might have been brought to the knowledge of the court by an affidavit, without being stated in the petition.—COUNSEL, *Theobald*; *Ozens-Hardy*, Q.C., and *Darlington*; *P. F. Wheeler*. SOLICITORS, *Ingle, Cooper, & Holmes*; *Maddisons*; *F. Slater Pilditch*.

Re CATLING'S ESTATE—Stirling, J., 29th March.

WILL—CONSTRUCTION—WORDS OF LIMITATION—ESTATE TAIL.

Petition for payment out of court of the purchase-money of certain copyhold property taken by a burial board under their compulsory powers. The property was part of the estate of the late John Catling. By his will it had been devised to his wife for life, and after her death to George Leach during his life, and after his death "to the next heir in the name of Leach as long as the world stands, but every heir that is the owner of the said property to keep it all in good repair every year at there (*sic*) own expense, and never to be sold as long as there his (*sic*) a heir to have it in the name of Leach." The property, by the custom of the manor, could not be entailed. The testator's wife and George Leach being both dead, the question now arose as to the construction which ought to be put upon the ultimate limitation.

STIRLING, J., said that the testator did not intend to devise the property to the next heir of the name of Leach as a *persona designata*. The words "the next heir of the name of Leach as long as the world stands" were, in his opinion, words of limitation, provided any limitation could be found to correspond with them. If the estate had been limited to a person named Leach and the heirs male of his body, it would have devolved in the way pointed out by the testator. The limitation must, therefore, be construed as a limitation in tail male. The property being copyhold by the custom of the manor incapable of being entailed, the effect of the limitation was to create a fee simple conditional. The question then arose from whom the descent was to be traced, and his lordship was of opinion that it was to be traced from George Leach.—COUNSEL, *Hastings*, Q.C., and *Bardswell*; *Beale*, Q.C., *Methold*, and *Eustace Smith*; *Giffard*, Q.C., and *Vernon R. Smith*; *Buckley*, Q.C., and *Duncan*; *Ashworth James*. SOLICITORS, *Wilmer & Reeves*, for *Sedgwick, Turner, & Oddie*, Watford; *Proudfoot & Chaplin*; *R. L. Butler*; *Andrew, Wood, & Co.*

High Court—Queen's Bench Division.

THE VESTRY OF ST. JAMES AND ST. JOHN, CLERKENWELL *v.* PEARY—26th March.

VESTRY—LOCAL MANAGEMENT—SANITATION—NON-COMPLIANCE WITH ORDER—PENALTY—JURISDICTION OF MAGISTRATE—METROPOLIS LOCAL MANAGEMENT ACT, 1855 (18 & 19 VICT. C. 120), SS. 81, 211—AMENDMENT ACT, 1862 (25 & 26 VICT. C. 102), S. 64.

This was a case in which a question was raised as to the power of a metropolitan police magistrate, before whom a vestry was seeking to recover a penalty for noncompliance with an order made under their sanitary powers, to inquire into the propriety of the order, it being admitted that the order had been disobeyed. The Metropolis Local Management Act, 1855, provides (section 81) that "if at any time it appear to the vestry" that any house in the parish "is without a sufficient water-closet or privy and ashpit, furnished with proper doors and coverings," the vestry shall give notice in writing to the owner or occupier requiring him to remedy the defect, and, in default of his compliance, may themselves execute the necessary works, and recover the expenses incurred from the owner. Section 64 of the Metropolis Local Management Acts Amendment Act, 1862, imposes upon any person failing to comply with an order under section 81 of the earlier Act a penalty of £5, and a further penalty for every day during which the offence shall continue "to be recovered by action at law or before a justice of the peace in a summary manner." This procedure is an alternative to proceeding to execute the works and charge the owner with the costs under section 81. In this case a room in the respondent's house, five feet square, contained on one side of it a sink and a washing copper, and on the other side, but not separated from the rest of the room by any partition, a water-closet. The vestry

served a notice upon the respondent under section 81 requiring him to construct a water-closet with proper doors and coverings. The respondent did not comply with this notice, nor did he appeal to the County Council—to whom appeals from such an order lie as successors to the Metropolitan Board of Works—under section 211 of the Act of 1855. Three months after the date of the notice the vestry summoned the respondent before a police magistrate to recover penalties under section 64 of the later Act. The magistrate thought that the vestry ought to have held an inquiry and heard the respondent before making the order; and, further, that the words of section 81, "furnished with proper doors and coverings," applied only to a "privy ashpit," and not to a water-closet; he therefore dismissed the summons, but stated this case for the opinion of the court. In support of the magistrate's view *Tinkler* v. *Wandsworth Board of Works* (37 L. J. Ch. 342), and *Cooper* v. *Wandsworth Board of Works* (11 W. R. 646) were cited. On the other side it was said that the duties of the magistrate were purely ministerial, and that he could not go behind the order.

Lord COLERIDGE, C.J., was of opinion that the magistrate was bound by the decision of the vestry that the water-closet was not furnished with proper doors and coverings. The question turned on section 64. Under that section was anything open to the magistrate except to inquire whether the order had been made and had been disobeyed? That question itself might be a serious one; it might be very difficult to decide whether what a person had done was a sufficient compliance with an order or not. As to that question the magistrate must not take the assertion of the vestry as proof that their order had not been obeyed; that must be gone into and decided upon evidence; the magistrate's duty was not purely ministerial. But in this case it was admitted that the order had not been complied with, and what the magistrate had decided was that it ought not to have been made at all. He ought to have given effect to it subject to the appeal which still lies under section 211. It was said on the authority of *Cooper* v. *Wandsworth Board* that some opportunity must be given to the person affected of questioning the propriety of the order. That was so. But here the respondent had three months in which he might have questioned the order. The case must be remitted to the magistrate with an intimation that he ought to convict. Lord ESHER, M.R., concurred. The magistrate decided that the vestry were wrong in making this order. It was not necessary to decide whether he had jurisdiction to inquire into the propriety of the order of the vestry, for if he had any jurisdiction he had made a wrong decision in this case. In the first place he had misread the Act of Parliament in deciding that the vestry could only require a "sufficient" water-closet to be made, and not one "furnished with proper doors and coverings"; these words applied to the word "water-closet" as well as to the words "privy and ashpit." Then he had also decided that the vestry ought to have held a judicial inquiry into the facts, but that would be to read into the Act words which are not there; the Act said "if at any time it appear to the vestry," and that did not mean "appear upon a judicial inquiry." So that, even if the magistrate had jurisdiction, both the grounds of his decision were erroneous. The order of the vestry seemed to have been properly made, and the respondent might have appealed from it, but he had not chosen to do so. The order having been properly made, and having been disobeyed, the magistrate had nothing to do but to inflict the penalty. Case remitted. —COUNSEL, *Spokes*; *Poley*. SOLICITORS, *Bolton, Sons, & Sandeman*; *Lewis & Sons*.

County Courts.

PATTISON *v.* **PRICE**, *Ex parte* **PRICE**—Brompton, 27th March.

HIS HONOUR JUDGE STONOR, in delivering judgment, said: On the 8th of October last this interpleader issue, to determine whether certain goods seized by the high bailiff of this court to answer a judgment for £15 and costs recovered by the plaintiff, a governess, against the defendant, a married lady, were the property of the defendant or of the claimant, her husband, came on for hearing. The execution debtor was examined in support of the claim, and cross-examined, and upon that evidence I found for the execution creditor. On the 28th of January the case came on appeal before the High Court, when the learned judges decided "that, as the point of law was of an extremely important character, they ought not to determine it until all the facts bearing upon it were disclosed, and as the learned county court judge had, on his notes, expressed his dissatisfaction with the way in which the defendant had given her evidence, and had stated that a new trial might be desirable, there should be a new trial, the costs to abide the event." Such new trial has accordingly taken place before me, with a jury summoned by the claimant, when the execution debtor was again examined and cross-examined, and gave her evidence in a more becoming manner than on the former occasion. She deposed that in 1883 her husband, who resides officially in India, had left her and her children resident in England, and had since, according to arrangement, remitted to her monthly considerable sums of money, varying from £900 to £1,500 per annum, "in order that she might maintain herself and children in a manner suitable to her state of life," and she added "that the money was to pay just debts, and not unjust debts," evidently considering the present debt to fall in the latter category. She also said that, until lately, the remittances had been placed to her account at a bank upon which she drew; but that latterly she received the money and kept it at her house. She also said that the goods in question had been purchased by her with moneys remitted to her by the claimant, and that the house in which she resided, and where the goods were seized, was taken by her in her own name. The execution creditor was examined as to a letter which she wrote to the execution debtor, and the high bailiff was examined as to certain executions against the execution debtor's separate estate, but it appeared to me that this evidence was immaterial, that the uncontradicted evidence of the execution debtor herself was the only material evidence in the case, and that the only questions arising upon it were questions of equity and law, and not of fact, and consequently for the court, and not for the jury. I therefore told the jury that I should reserve the power to enter judgment as I thought right, but that, as they had been summoned, it would be better for them to give their opinion whether the goods in question were the property of the husband or the separate property of the wife. After a short deliberation, they found that the property was the husband's, being, I believe, chiefly influenced by an argument of the claimant's counsel *ab inconvenienti*—viz, that, otherwise, the wife, on the husband's return to England at any time, would be able to claim any money in her hands, or any goods or property purchased by her, as her separate property—which may be considered to present a serious difficulty, but is evidently not so serious a difficulty as would result from the execution debtor being allowed to enter into contracts with tradesmen, servants, or others, on the strength of her living apart, though not separated from her husband, in a house of her own, and in possession of considerable income and property purchased therewith, without her creditors having any remedy against her or her property, or against her husband, whose credit she clearly could not pledge; and with regard to the argument of the learned counsel I may also observe that the late Sir George Jessel, M.R., appears, in the case of *Re Tharp* (26 W. R. 770), not to have been dismayed by the difficulty which has been suggested, and that, at all events, the questions at issue in this case cannot depend upon it, but must be decided upon the principles and precedents which govern the well-established doctrines of equity as to the separate estate of married women. With these principles and precedents, in my practice as a conveyancing and equity counsel, in my former office at the head of the West Indian Incumbered Estates Commission, and in my present office, I have been familiar for very many years, and, after careful consideration, I am of opinion that the allowance to the claimant's wife in this case, subject, no doubt, to the liability to maintain her children, is her separate property, that she must be taken to have contracted in respect of it, and that the goods purchased with it are consequently liable to be taken in execution under the Married Woman's Property Act, 1882. I regret that I am too much pressed with the increased business of my courts under the County Courts Acts, 1888, to give the time which I formerly did in judgments, and I shall, therefore, not go more fully into the application of the principles and precedents which I have referred to in the present case. No doubt it will be fully argued hereafter on appeal in the Divisional Court by the able counsel engaged in it, and I will, therefore, simply content myself on the present occasion with referring to the following authorities in support of my judgment: Story's Commentaries, 1374, 1375; Josiah Smith's Manual of Equity, 421; Lush's Husband and Wife, 183; *Brooke* v. *Brooke* (25 Beav. 342); and *Re Tharp* (26 W. R. 770, 3 P. D. 76, 83 *et seq.*). With regard to the judgment to be entered on the present occasion a singular circumstance has occurred since the order of the High Court for a new trial, which must affect and, so to speak, qualify the latter as to the costs of the proceedings. At the last trial the claimant abandoned his claim as to certain of the goods in dispute which were appraised at £14 18s. 6d. and have since been sold at £14 9s. 6d., leaving the remainder of the goods, which were appraised at £10 7s. 6d., and which still remain unsold, only in dispute. The execution creditor is therefore entitled to that sum of £14 9s. 6d., less the expenses of the execution and sale; and, as I find for the execution creditor as to all the goods, she is also at present entitled to the goods remaining unsold and to the whole costs of this interpleader under the order of the High Court. If, however, the High Court, on appeal, should hold that she is not entitled to the goods which are now still in dispute, and have been appraised at £10 7s. 6d., the costs, together with the hearing fee and the high bailiff's charges, will have to be considered, and perhaps apportioned, hereafter. For the present, judgment will be entered for the execution creditor for the sum of £14 9s. 6d., less the expenses of execution and sale forthwith, and for the remainder of the goods, with hearing fee, high bailiff's charges; and costs to be taxed in fourteen days. As the goods remaining in dispute are appraised at less than £20, it may well be doubted whether the claimant has now any right of appeal, but if he has not I will give him leave to appeal on the terms that the execution creditor shall, in any event, have the whole costs of the interpleader in this court and on the first appeal, but if the claimant succeeds as to the remainder of the goods on such appeal, the execution creditor shall repay or allow to the claimant half of the hearing fee and of the high bailiff's charges, but no costs.—COUNSEL, *Watson*; *De Colyar*.

The Lord Chancellor on the 28th ult. introduced a Bill to amend the Bills of Sale Act, 1882. The Bill has not yet been printed.

In a circular letter sent from the Home Office to the county councils the Home Secretary calls attention to some of the chief points to be observed in framing bye-laws under the Local Government Act, 1888. The limits of the councils' powers are laid down and many useful hints given with respect to Acts of Parliament whose provisions must be borne in mind by those who administer the measure of 1888. It is shewn that bye-laws should not deal with any offences that are already punishable summarily under the general law, and attention is called to the necessity of taking care to give a clear and certain description of the acts which it is intended to prohibit under the bye-laws, and not, by using vague and general terms, to include within the definition other acts that cannot properly be made the subject of prohibition and punishment.

LAW STUDENTS' JOURNAL.

EASTER BAR EXAMINATIONS.

The examiners must have intended to do nothing to spoil the candidates' Easter vacation, for the papers, taken as a whole, were easy enough. In real property Edwards' Compendoum does not appear to have produced any peculiarly distinctive question. The Wills Act (1 Vict. c. 26) governed no less than two out of the ten questions, the Conveyancing Acts two, while the Settled Land Act has but one question appropriated to it. The rest of the paper consisted of general matter, such as "fixtures," "manors," differences between real and personal property, &c. The common law paper is, perhaps, remarkable in omitting the subject of landlord and tenant, which is usually to be credited with one or two questions. The Queen's Bench practice questions were remarkably easy, and so were those on crimes. This is the easiest paper that has appeared for some time in this subject. In equity four questions were allotted to each of the prescribed subjects. Nearly all the questions in the first subject dealt with the duties and liabilities of trustees, which is a noteworthy change, as generally these questions have been confined rather to the law of trusts than that relating to the office of trustee. A fair acquaintance with the Trustee Act, 1888, would enable the candidate to get over this portion of the paper, as it is more or less involved in three out of the four questions. The four questions in partnership have all appeared before in one shape or another, and it looks as if the change in subjects which will occur after the Trinity Examination will not come before it is needed. The specific performance questions also were fair and simple, though, perhaps, the opening one is rather wide, "What is required to be in writing (as to parties, subject-matter, price, &c.) in order to constitute a binding contract for sale of land? and how far is parol evidence admissible in aid of what is in writing?" &c. We have not given the whole of the question, it is too lengthy. It can hardly be doubted that a student would often be better tested by leaving it so that he himself might map out the ground instead of giving so much indication of the heads of the essay he is expected to write. Some of the candidates considered the paper in Roman law hard, and perhaps those who took up this subject at the end of four terms before reading any English law might consider the second question, "How could a piece of land in Roman law be made subject to—(*a*) a life interest, (*b*) a lease for years? rather difficult. But with a fairly easy piece of translation and a good sprinkling of such points as "Distinguish *res corporales* and *res incorporales*," "What changes did Justinian introduce into the law relating to legacies?" "What was required in Roman law to constitute a binding marriage?" no candidate with a fair elementary knowledge of the principles of the subject need fear to fail on the paper.

LAW STUDENTS' SOCIETIES.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—31st March.—A paper was read by A. T. Carter, Esq., barrister-at-law, on the Factors Acts.

LAW SOCIETIES.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The annual and quinquennial meeting of proprietors was held at the offices, Chancery-lane, on the 27th ult., Mr. JAMES CUDDON (the chairman) presiding.

The report states that the life policies in force on the 30th of November, 1884, the date of the last quinquennium, were 3,381 in number, for a total sum of £2,783,578, yielding in premiums £81,204 per annum. There have been issued since that date 1,238 policies for £1,062,193 sums assured, with annual premiums amounting to £27,927 16s. 5d., and £7,830 12s. 3d. single premiums making a total of 4,619 policies for £3,845,771, with annual premiums of £109,131 16s. 5d. During the quinquennium 1,038 policies for a total of £900,421, with annual premiums of £26,887 12s. 3d., have ceased to exist by death, surrender, and other causes, leaving in force on 30th of November last 3,581 policies for £2,945,350, with premiums amounting to £82,244 per annum. The reversionary bonuses thereon amount to £139,978 On the 30th of November, 1884, there were in existence 223 life annuities, amounting to £14,681 17s. 3d.; 75 life annuities were granted since that date for £4,730 2s.—total 298, for £19,411 19s. 3d.; 65 life annuities became void by death for £4,735 7s. 2d., leaving 233 in force on the 30th of November last for £14,676 12s. 1d. The total amount of claims under life policies paid during the quinquennium (less re-assurances) was £235,892 9s. 6d., including bonus, and the total premiums received in the period (less re-assurances) was £377,600 6s. 10d. During the quinquennium forty tenants for life have died, and the profit realized upon the reversions which have thereby fallen into possession, after debiting each reversion so fallen in with purchase-money, costs, and interest at 5 per cent., is £14,258. This sum has been applied in payment of the accrued and accruing interest of 5 per cent on the total sum invested in reversions. The result of the valuation shews a surplus of £147,066 17s. 7d., out of which surplus the directors recommend that the sum of £20,000 be reserved to meet possible depreciation in securities and probable fall in rate of interest in next quinquennium. Deducting such sum of £20,000 from the surplus of £147,066 17s. 7d., there remains the sum of £127,066 17s. 7d. for distribution amongst the proprietors and the assured who are entitled to participate in profits. The proprietors' proportion of the surplus is £18,880 0s. 4d., being 5 per cent. of the total net premiums received during the quinquennium. The balance—namely, £108,186 17s. 4d.—is available for distribution amongst the assured, and will yield the very handsome reversionary bonus of £2 per cent. per annum on sums assured and existing bonuses. This is the largest bonus the company has ever given. The directors have decided to increase the interim bonus upon policies in force on the 30th of November last which may become claims during the next quinquennial period from £1 to £1 10s. per cent. per annum.

The net premium income of the fire department on the 30th of November, 1884, was £44,320 14s. 4d.; and on the 30th of November, 1889, it was £52,334 18s. 3d., shewing an increase of £8,014 3s. 11d. during the five years. The total net premiums received during the period were £247,519 4s. 3d., and the net losses amounted to £98,257 0s. 7d., being about 40 per cent. of the net premiums.

With regard to the new business of the year, the directors have to report that there have been issued in the life department 251 new policies, insuring the sum of £162,485, and yielding new premiums to the amount of £6,385 3s. 11d., of which the sum of £85 2s. 9d. was paid away for re-assurance. In the fire department 8,416 new policies and guarantees, insuring a total sum of £7,259,334, were also issued, the new premiums upon which amounted to £10,256 11s. 6d. Twenty-six life annuities were granted for £1,123 5s. 4d., the purchase-money for which amounted to £10,922 8s. 10d. The claims in both departments were in excess of those of the year 1888, amounting in the life department to £61,484 15s. 8d. (less re-assurances) as against £49,100 11s. 3d. in the previous year. In the fire department they amounted to £26,554 0s. 6d., being about 50 per cent. of the net premiums of the year. The excess of receipts over payments in the life department was £33,992 16s. 8d. The balance at credit of profit and loss account is £24,437 7s. 4d., to which has to be added the shareholders' proportion of life profits—namely, £18,880 0s. 4d.—making a total sum available for dividend of £43,317 7s. 8d. The directors recommend the payment of a dividend for the current financial year ending the 30th of November next of five shillings and sixpence per share, free of income tax, which will take from the profit and loss account the sum of £27,500, leaving at credit of that account £15,817 7s. 8d.

The CHAIRMAN: Gentlemen, it is with much pleasure that I meet you on this occasion to discuss the report and accounts which have been issued for your information and consideration. Many words of mine are not needed. I will endeavour, therefore, as concisely as possible, to draw your attention to the results of the seventh quinquennium, which ended on the 30th of November last. The last year of that quinquennium was less favourable as to claims in both departments than any of the preceding four years, but I need not say that variations happen as a matter of course, and make up averages. I will therefore speak of the quinquennium as a whole, every drawback being taken into account. We have the satisfaction to see that the surplus in the life department available for reserve and division reaches the large sum of £147,000. I find that the profits in the fire department during the quinquennium have amounted to £74,550, about one-fifth of which has from time to time been kept back, and, pursuant to the deed of settlement, applied to augment the reserve fire fund, which now amounts to over £67,000. In comparing the results of the past with the preceding quinquennium, it will be found that the profit derived from both departments has much exceeded that of the preceding quinquennium. The life surplus was less in the preceding quinquennium by £51,000, and the fire profits were less by £17,000—shewing a large increase of profit during the past quinquennium. In the fire department the increase in the yearly premium income during the quinquennium has been satisfactory, but the increase in the life premium income has not been quite as much as I hoped to see. It is right that we should take into account the fact that much of our life business has been connected, in some shape or other, with securities taken by or through solicitors of our connection (independently of mortgages to our company). These policies are generally on the non-profit scale, a fact which largely increases the bonus on policies on the with-profit scale. The assets in hand have increased during the quinquennium by about £208,000, the total assets now standing at £1,083,000. The valuation has been made on the strictest principles of safety in every respect, interest being calculated at 3 per cent., and the whole of the loadings on the life premiums—such loadings being about £16,000 a year—not having been taken into account in the valuation. The tables of mortality were those generally used by the most cautious actuaries The revision of our life premiums has lately been considered by the directors. New tables will be printed shortly. We propose also, under certain regulations, to issue life policies free from all restrictions and stipulations as to residence or otherwise, the payment of the premium being the only condition. As there are no questions to be asked I now move that the report before you be adopted.

Mr. C. PEMBERTON, the Deputy-Chairman: I beg leave to second the motion. All I will say is that, if that success is to be continued it must depend upon yourselves. If you send us business we shall be happy to do it, and will do it well.

The motion was unanimously adopted.

Mr. EDMUND JAMES proposed: "That in accordance with the recommendation of the directors in their report now read, a dividend of 5s. 6d. per share, free of income tax, be paid to the shareholders for the financial year ending the 30th of November, 1890, in equal half-yearly payments on the first day of June and the first day of December."

Mr. ARTHUR INGPEN seconded the motion, remarking that the dividend proposed was the largest they had ever had. He had no doubt that if the shareholders all thoroughly co-operated with the directors a still further increase would take place at the end of the next quinquennium.

The motion was at once adopted.

On the motion of Sir HENRY W. PARKER, seconded by Mr. GEORGE HERBERT, the retiring directors were severally and separately re-elected.

Mr. N. S. E. STEINBERG proposed the re-election of Mr. Theodore Waterhouse as the shareholders' auditor for the current year, and this was seconded by Mr. E. BLOXAM, and agreed to.

The CHAIRMAN informed the meeting that the board on the preceding day appointed Mr. Darley as the directors' auditor for the current year.

Mr. HENRY ROSCOE said that ten years ago it was his pleasing duty to propose an increase in the directors' remuneration from £2,000 to £2,500, and he now begged to propose that the amount be increased to three thousand guineas. Everyone present would admit that the directors were entitled to an increase of that kind, for a more successful office than the LAW UNION had hardly been known. It had enjoyed a steady and uniform success from the beginning, and he wished he had been an original shareholder. If they progressed as they had done hitherto, he believed that at the end of the five years they might look for an increased dividend.

Mr. HERBERT said he had particular pleasure in seconding this resolution. He held shares in a great many offices—in all the legal ones—and the amount proposed to be paid to the directors was not more than that paid by the other law offices.

The resolution was unanimously adopted.

The CHAIRMAN: On behalf of the directors, I thank you very much indeed for the compliment you have paid us in making this addition to the directors' fees. We all appreciate your kindness very much, and shall endeavour to deserve it.

On the motion of Mr. W. J. GILKS, seconded by Mr. E. BLOXAM, the sum of 75 guineas each was voted to the auditors for their services during the past year.

The proceedings closed with a vote of thanks to the chairman.

LEGAL NEWS.

OBITUARY.

Mr. ROBERT GEORGE ARBUTHNOT, barrister, died at his residence, 9, Hyde-park-gate, on the 19th ult. Mr. Arbuthnot was the fourth son of Mr. Archibald Francis Arbuthnot, his mother having been a daughter of the first Viscount Gough. He was educated at Eton, and was formerly Scholar of Trinity College, Cambridge, where he graduated in the first class of the Classical Tripos in 1865. He was a pupil in the chambers of the late Mr. Hassard Dodgson, and afterwards of the late Mr. Justice Watkin Williams, and he was called to the bar at the Inner Temple in Trinity Term, 1868. Mr. Arbuthnot was a member of the South-Eastern Circuit. He became known as editor (in conjunction with Mr. Collins, Q.C.) of an edition of Smith's Leading Cases, and he steadily acquired a good junior business. He frequently appeared as junior counsel for the Bank of England, and also for the London and South-Western Railway Co. He was for several years a revising barrister for the county of Surrey. Mr. Arbuthnot was for several years a valued contributor to the columns of this journal.

Mr. NICHOLAS MERCER, solicitor, of Henley-on-Thames, died on the 12th ult., at the age of eighty-six. Mr. Mercer was the oldest solicitor at Henley. He was admitted a solicitor in 1827. In 1840 he was appointed clerk to the Henley Board of Guardians, but he resigned that office last year. He had been registrar of the Henley County Court (Circuit No. 37) since 1862, and he was also for many years clerk to the Henley Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and superintendent-registrar for the Henley District. He was a perpetual commissioner for Oxfordshire and Berkshire, and he had a large practice. Mr. Mercer had been three times mayor of Henley, and he was for many years one of the borough aldermen. He was buried in his family vault at Cowley, Middlesex, on the 17th ult.

APPOINTMENTS.

Mr. SIDNEY GEORGE RATCLIFF, solicitor, of 60, New Broad-street, and 43, White Horse-street, Stepney, has been appointed Clerk and Solicitor to the Limehouse District Board of Works, in succession to his father, the late Mr. Thomas Wrake Ratcliff. Mr. S. G. Ratcliff was admitted a solicitor in 1868.

Mr. HERBERT CRANMER HARVEY, solicitor (of the firm of Leadbitter & Harvey), of Newcastle-upon-Tyne, has been appointed by the high sheriff of Northumberland (Mr. Cadwallader John Bates) to be Under-Sheriff of that county for the ensuing year. Mr. Harvey was admitted a solicitor in 1869.

Mr. JOSEPH LARKE WHEATLEY, solicitor, of Cardiff, has been elected Clerk of the Peace for that borough. Mr. Wheatley is also town clerk of Cardiff. He was admitted a solicitor in 1878.

Mr. JAMES CLARKE, solicitor and notary, of Preston, has been appointed Clerk to the Preston Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Clark has been for several years solicitor to the board. He was admitted in 1879.

Mr. THOMAS JOSEPH SWORDER, solicitor (of the firm of Sworder & Longmore), of Hertford, has been elected President for the ensuing year of the newly-formed Association of Union Clerks of England and Wales. Mr. Sworder is the son of Mr. Thomas Sworder, solicitor, of Hertford. He was admitted a solicitor in 1868, and he is clerk to the Hertford Board of Guardians, superintendent registrar, coroner for the Hertford Division of Hertfordshire, and clerk to the commissioners of taxes for the Broadwater Division. His partner, Mr. Charles Elton Longmore, is town clerk of Hertford, clerk to the borough and county magistrates, and under-sheriff.

Mr. JOHN SCOTT, barrister, one of the judges of the High Court of Judicature at Bombay, has been appointed Adviser to the Government of Egypt for Judicial Reforms. Mr. Justice Scott is the third son of Mr. Edward Scott, solicitor, of Wigan. He was educated at Pembroke College, Oxford, and he was called to the bar at the Inner Temple in Michaelmas Term, 1865. He formerly practised on the Northern Circuit. He was appointed a member of the International Court of Appeal in Egypt in 1871, and he was vice-president of the court from 1879 till 1882, when he was appointed a puisne judge of the High Court at Bombay.

Mr. SILAS GEORGE SAUL, solicitor, of Carlisle, has been appointed by the high sheriff of Cumberland (Mr. Henry Jefferson) to be Under-Sheriff of that county for the ensuing year. Mr. Saul was admitted a solicitor in 1859.

Mr. JOHN PERCY MAULE, solicitor, of Huntingdon, St. Ives, and St. Neots, has been appointed by the high sheriff of Cambridgeshire and Huntingdonshire (Mr. Alfred Wellington Marshall) to be Under-Sheriff of those counties for the ensuing year. Mr. Maule is the son of Mr. Edward Maule, solicitor, town clerk of Huntingdon. He was admitted a solicitor in 1882, and he is deputy town clerk of Huntingdon, and deputy clerk of the peace for Huntingdonshire.

Mr. HENRY FREDERIC CAIN, solicitor, of 15, King-street, Cheapside, London, E.C, and of Streatham, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

ARTHUR HENRY DABBS and THEOPHILUS HAYNES REED, solicitors (Dabbs & Reed), 63, Chancery-lane, London. March 25. [*Gazette*, March 28.

ROBERT NORTON and THOROLD DAVIS MANNING, solicitors (Turner, Norton, & Manning), 61, Carey-street, Chancery-lane, London, and at Wells. November 15, 1889.

HILDEBRAND RAMSDEN and EDWARD JAMES AUSTIN, solicitors (Ramsden & Austin), 150, Leadenhall-street, London. March 31.

[*Gazette*, April 1.

GENERAL.

On Saturday the Royal assent was given to the following Bills:—Consolidated Fund (No. 1), Crown Office, County Councils Association Expenses, Lunacy (Consolidation), and Army (Annual).

At a meeting of the City of London Common Council, held on the 27th ult., the court adopted a report of the Law and City Courts Committee, recommending that the salary of the then vacant registrarship of the Mayor's Court should be £1,000 a year, to be considered now and in future the maximum salary of the office.

The Official Solicitor and the Chief Official Receiver in Bankruptcy finally retired this week. Sir R. P. Harding, in acknowledging speeches by Mr. Registrar Brougham and Mr. E. C. Willis, Q.C., is reported to have remarked that the business of the department would be conducted as it had hitherto been conducted, with credit, and the court would be able to place the same confidence in those who succeeded him as it had found in him.

In the House of Commons on the 31st ult. Mr. Howard Vincent asked the Chancellor of the Exchequer, on private notice, whether the Government will consent to the Public Trustee Bill and the Trust Companies Bill, which have now come down to this House, being referred to a select committee to inquire and report upon their provisions. The Chancellor of the Exchequer said: Yes, we should certainly propose that those two Bills should be referred to a committee, but I am not quite certain whether it should be a select committee specially appointed for the purpose or whether it should be one of the Standing Committees.

The Trust Companies Bill and the Public Trustee Bill were read a third time in the House of Lords on the 28th ult. On the third reading of the latter Bill Lord Herschell said he considered it was his duty to call attention to the effect of the Bill as it now stood, because he could not think that it was really appreciated, or that when appreciated the measure could be permitted to pass in its present form. The Bill provided that when property subject to any liability, such as shares on which calls might be made, was vested in the public trustee he should not be liable to the payment of any such calls. The effect would be that the beneficiaries under the trust could obtain all the advantages of the company, and could receive dividends in common with the rest of the shareholders; but when the company went into liquidation neither the beneficiaries nor the public trustee would be liable to pay a single penny towards satisfying the claims of the creditors. Thus an additional burden would be thrown on the other shareholders. But supposing the company was a going concern and a call was made, would the public trustee not be liable to pay that call? In such an event would the shares be forfeited, as in the case of an ordinary shareholder? He thought this was a matter of very great doubt. He called their lordships' attention to this matter in order that it might be reconsidered elsewhere.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Wednesday, April 9	Mr. Leach	Mr. Ward	Mr. Rolt
Thursday 10	Godfrey	Pemberton	Farmer
Friday 11	Leach	Ward	Rolt
Saturday 12	Godfrey	Pemberton	Farmer
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Wednesday, April 9	Mr. Carrington	Mr. Beal	Mr. Jackson
Thursday 10	Lavie	Pugh	Clowes
Friday 11	Carrington	Beal	Jackson
Saturday 12	Lavie	Pugh	Clowes

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1890.

A. to F.—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G. to N.—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Walton.

O. to Z.—Mondays, Wednesdays, and Fridays, Master Wilberforce; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

EASTER SITTINGS, 1890.

A. to F.—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G. to N.—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable in his own room, No. 112, at 11 a.m. on Mondays, Wednesdays, and Fridays.

O to Z.—All applications by summons or otherwise in actions assigned to Master Archibald are to be made returnable before him in his own room, No. 109, at 11.30 a m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. BY ORDER OF THE MASTERS.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDING SOCIETIES TRUST, LIMITED—By an order made by Chitty, J, dated March 18, it was ordered that the trust be wound up Oddy, Lombard st, solor for petner

LOTHAMMER GAS MANUFACTURING CO, LIMITED—By an order made by Chitty, J, dated March 15, it was ordered that the company be wound up Nokes & Stammers, Basinghall st, solors for petner

NORMAL CO, LIMITED—By an order made by North, J, dated March 22, it was ordered that the voluntary winding up of the company be continued Munns & Longden, Old Jewry, solors for petner

SAVOY PUBLISHING CO, LIMITED—Kay, J, has fixed April 9, at 12, at his chambers, for the appointment of an official liquidator

THE BRACEBRIDGE BRICK CO, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Reginald Arthur Stephen, Lincoln, solor Tweed & Co, Lincoln, solors for liquidator

THE GARW WATER AND LIGHT CO, LIMITED—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Mr William Cooke, 25, Dunraven pl, Bridgend Randall & Wilson, Bridgend, solors for liquidator

THE HODNET COAL, LIME, AND SALT CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and particulars of their debts or claims, to Philip Scott Minor, Hodnet, Salop, solor

THE PITTSBURGH CONSOLIDATED GOLD MINES, LIMITED—Creditors are required, on or before April 30, to send their names and ad iresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill Ingle & Co, Threadneedle st, solors for liquidator

THE UNITED BACON CURING CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Corderoy, 57, Moorgate st Ingle & Co, Threadneedle st, solors for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BANKHALL OIL AND CHEMICAL WORKS, LIMITED—By an order made by the Vice-Chancellor, dated March 20, it was ordered that the voluntary winding up of the company be continued Masters & Rogers, Liverpool, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

ADVERSANE FRIENDLY SOCIETY, Blacksmiths' Arms Inn, Adversane, Billingshurst March 21

DRAUGHTSMAN'S PROVIDENT SOCIETY, 24, Myddelton sq March 24

SANCTUARY STAR OF THE WEST, London District of the Ancient Order of Shepherds, Catherine Wheel Inn, New Brentford March 22

SUSPENDED FOR THREE MONTHS.

HUMBER LODGE, Benevolent and Pension Fund Friendly Society, Freemason's Hall, Osborne st, Kingston upon Hull March 24

London Gazette.—TUESDAY, April 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CIGARETTE SUPPLY CO, LIMITED—Petn for winding up, presented March 27, directed to be heard before North, J, on April 19 Hatt & Co, Southampton bldgs, solors for petner

CORDOVA UNION GOLD CO, LIMITED—Kay, J, has fixed Monday, April 21, at 12, at his chambers, for the appointment of an official liquidator

INDUSTRIAL ASSURANCE CO OF GREAT BRITAIN, LIMITED—Petn for winding up, presented March 31, directed to be heard before Stirling, J, on May 3 Metcalfe, Warwick ct, Gray's inn, solor for petner

LONDON AND TRANSVAAL SYNDICATE, LIMITED—Chitty, J, has, by an order dated March 21, appointed Lawrence Hasluck, 17, Holborn Viaduct, to be official liquidator Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to the above Tuesday, May 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

MOSS BAY HEMATITE IRON AND STEEL CO, LIMITED—Petn for winding up, presented March 31, directed to be heard before Chitty, J, on April 19 Speechly & Co, New inn, Strand, solors for petner

MUDGE MARCHANT ENGINE CO, LIMITED—By an order made by Stirling, J, dated March 15, it was ordered that the voluntary winding up of the company be continued Dalzell & Beresford, Clement's inn, Strand, solors for petners

QUEENSLAND QUICKSILVER ESTATES, LIMITED—By an order made by Stirling, J, dated March 24, it was ordered that the estates be wound up Stretton & Co, Cornhill, solors for petners

SWEDISH AND NORWEGIAN RAILWAY CAR TRUST CO, LIMITED—Petn for winding up, presented March 28, directed to be heard before Stirling, J, on April 19 Harris, Bucklersbury, solor for petner

THE SPEYER WATER WORKS CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Edwin Fletcher and Herbert Delves, 63, Queen Victoria st Lane & Co, solors for liquidators

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

E M DAVIS & CO, LIMITED—Bristowe, VC, has fixed Thursday, April 10, at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator

FOURNESS REGENERATIVE LAMP CO, LIMITED—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to William Stavert, 1, Piccadilly, Manchester Cobbett & Co, Manchester, solors for liquidator

JOHN TATHAM & SONS, LIMITED—By an order made by the Vice-Chancellor, dated March 20, it was ordered that the company be wound up Knott, Manchester, agent for Wade & Co, Bradford, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

BISHOPTON FRIENDLY SOCIETY, Schoolroom, Bishopton, Durham March 25

DANBY BENEFIT SOCIETY, Fox and Hounds Inn, Amthorpe, York March 27

GARN DOLBENMAEN FRIENDLY SOCIETY, Garn Dolbenmaen, Carnarvon March 25

PRINCESS ROYAL FEMALE BENEFIT SOCIETY, National Schools, Peakman st, Redditch, Worcester March 25

ST JOHN'S LODGE, Leeds United Order of Odd Fellows, Albert Inn, Cambridge st, Leeds March 25

SUSPENDED FOR THREE MONTHS.

BLOMFIELD FRIENDLY SOCIETY, Blomfield Chapel, Tipton, Stafford March 26

GLYNAVON LODGE, True Ivorites Friendly Society, New Inn, Cwmavon, Taibach, Glamorgan March 26

SOLWAY TENT, I.O.R.S.U. Friendly Society, Co-operative Rooms, Curson st, Maryport, Cumberland March 26

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 18.

AIKIN, JOHN WINGATE, King's Lynn, Bookseller. April 25. Coulton & Son, King's Lynn

ANTHONY, HENRY, Henrhiew, nr Usk, Mon, Brewer. May 14. Waldron & Son, Cardiff

ARLETT, THOMAS WILLIAM, Hextable, Sutton at Hone, nr Swanley, Kent, of no occupation. May 1. Peckham & Co, Knightrider st

BALD, ANDREW, Ilfracombe, Gent. April 21. Coode & Co, Bedford row

BANISTER, WILLIAM, West Derby, Lancs, Gent. May 1. Pride, Liverpool

BARKER, GEORGE, Cambridge, Esq. May 1. Ellison & Burrows, Cambridge

BARTRAM, JOHN, Billingford, Norfolk, retired Farmer. May 1. Garrod, Diss

BINGE, ALFRED, Seven Sisters rd, Holloway, Chemist. May 1. Hyde & Co, Ely pl, Holborn

BOOTH, JEREMIAH, Rodley, nr Leeds, Ironfounder. May 1. Dawson & Chapman, Leeds

BUTTERWORTH, SAMUEL, Rochdale, retired Mill Manager. April 18. Jacksons & Godby, Rochdale

CARR, JOHN, Glass Houghton, Yorks, Grocer. May 3. Phillips, Castleford

CHAMPION, WILLIAM, Acton Vale grdns, Uxbridge rd, Gent. May 1. Gwynn & Co., Bristol

CHAWKLEY, SARAH, Dover. March 29. E. W. & V. Knocker, Dover

COLLEY, THOMAS, Sheffield, Gent. May 6. Bramley, Sheffield.

DEAN, JOSEPH, Oldham, Machinist. March 31. Shaw, Oldham

DENNY, DIANA, St. Leonard's on Sea. April 30. F. & T. Guillaume, Salisbury sq

FLETCHER, EDWARD, Newcastle upon Tyne, Gent. April 15. Gibson & Co, Newcastle upon Tyne

FORD, JOHN, Hulme, Manchester, Beerhouse Keeper. April 10. J E & R Whitworth, Manchester

GREEN, SAMUEL, Banbury, Butcher. April 20. Bliss, Banbury

HACKET, MARY, Leamington. April 18. Holbeche & Addenbrooke, Sutton Coldfield

HALLAM, EMMA, Albemarle st, Piccadilly. May 19. Price & Son, Walbrook

HINDSON, WILLIAM, Gateshead, Builder. May 1. Dickinson & Miller, Newcastle upon Tyne and North Shields

HODGSON, MARY, Bolton, Clothier. April 15. Finney, Bolton

HOLLICK, ZACHARIAH, Bushey, Herts, Rent Collector. May 1. Sedgwick & Co, Watford

HORWOOD, DANIEL, Eastville, Bristol, Land Surveyor. May 14. Perham, Bristol

ISAACS, JANE, King st, St James's pl, Aldgate. April 11. Myers, Wormwood st, Old Broad st

JACKSON, ANN, Shooter's Hill, Kent. April 30. Layton, St Helen's pl

LIVESEY, ELIZA, Chorley. April 16. Crofton & Craven, Manchester

LOCK, JANE ANN, Park rd, West Ham. April 17. Norris & Son, Gray's inn pl, Gray's inn

MARSHALL, JOHN, Great Barr, Staffs, Esq. May 10. Thursfield & Messiter, Wednesbury

MEREDITH, FLORENCE LOUISA DEPHINS, Broad st, Brighton. April 18. Saxelby & Faulkner, Ironmonger lane

MILLS, CAROLINE, Diss, Norfolk. April 21. Garrod, Diss

MURTON, NICHOLAS, Davington, Kent, Farmer. May 12. Tassell & Son, Faversham

NORRIS, ANDREW HOWDEN BALFOUR, Beaufoy rd, Lavender hill, Battersea April 11. Stone, Billiter sq bldngs

PARKE, ROBERT, Eye, Suffolk, Corn Chandler. April 12. Tacon, Eye

PULLEN, BENJAMIN, Knaphill, Woking, Surrey, retired Milkman. April 26. Edmund Pullen, Billingshurst, Sussex
REDFERN, FRANK, New Wortley, Leeds, Pawnbroker. April 19. Lumb & Bailey, Leeds
REID, PETER, Pendleton, nr Manchester, Dyer. April 16. Crofton & Craven, Manchester
ROBINSON, CHARLES, Bisley, Surrey, Yeoman. April 19. White & White, Guildford
ROLANDS, EMILY, Clifton ter, Brighton. April 10. Fisher & Co, Watling st, St Paul's
SILCOCK, ELIZABETH, Rumworth, Lancs. July 15. Bailey & Son, Bolton
SILCOCK, JOHN, Rumworth, Lancs, Beerseller. July 15. Bailey & Son, Bolton
SPEECHLY, BENJAMIN, Sutton St Edmunds, Farmer. May 1. Ollard, Wisbech
STONE, JOHN, Cromford, Derby, Grocer. March 30. Lymn, Matlock Bath
TRAIN, HENRY HOLE, Argenton sur Creuse, Indre, France, Gent. April 30. R. T. & H. Campion, Exeter
WALKER, MARY MARIA, Tettenhall Wood, Staffs, April 30. Dent & Co, Wolverhampton
WATERS, THOMAS, Caerphilly, Glam, Chemist. April 14. Evans, Cardiff

London Gazette.—FRIDAY, March 21.

ATKINSON, HENRY TINDAL, Wimborne, Dorset, Serjeant at Law. April 21. Ravencroft & Co, John st, Bedford row
ATKINSON, MARIA, Fulham place. April 30. Turner, Lincoln's inn fields
BAMFORD, LAVINIA JANE, Montpelier rd, Brighton. April 18. Carr & Martin, Gt Tower st
BIGGS, MARY ANN, Leicester. May 2. Stevenson & Son, Leicester
BLANE, HENRY, Folkton Rectory, Yorks, Clerk in Holy Orders. April 18. Woodall & Bedwell, Scarborough
BROOKS, JOSEPH, Chippenham, Wilts, Innkeeper. April 17. Wood & Awdry, Chippenham
BURNELL, HARRIET, Cambridge. May 1. Neve & Beck, Luton, Beds
CHICHESTER, Hon STEPHEN ALGERNON, North terce, North st, Wandsworth. May 1. Bennett & Co, New sqr, Lincoln's inn
CLIVE, ANNE, Tunstal, Staffs, Widow. April 30. Llewellyn & Ackrill, Tunstall
COOK, ELIZA, Thornton hill, Wimbledon. April 21. Baker & Co, Cannon st
CORT, BENJAMIN, Gt Bowden, Leics, Yeoman. April 30. Nicholson, Market Harborough
COXHEAD, FRANCES ELIZABETH, Bath. May 1. Stone & Co, Bath
CRANE, SARAH, Leicester, Gentlewoman. April 18. Bolshaw & Hodgkinson, Bolton
DAVIES, ENOCH, London rd, Thornton Heath, Surrey, Warehouseman. April 22. Godden, Lime st
DAVIES, HENRY, Millington, nr Altrincham, Chester, Farmer. May 17. Cave & Laycock, Altrincham
DEWE, MARY, Osmaston rd, Derby. April 30. Norris & Sons, Liverpool
FONTAINE, JOHN, Newport, Mon, Ironfounder. May 1. Pain & Son, Newport, Mon
FRANZ, CAROLINE PORKER, Dover. May 1. Stillwell & Harby, Dover
GARDNER, ANN, Stockton on Tees. April 19. Archer, Stockton on Tees
GLAVE, HARRY, New Oxford st, Draper. April 21. Wells, Paternoster row
HEAD, ELLEN, Craven Hill gardens. May 1. Western, Essex st, Strand
HEMSWORTH, Rev. AUGUSTUS BARKER, Bacton, Suffolk, Clerk. May 1. Weddal & Co, Selby
HOLT, MARY ANN, Battle, Sussex, Grocer. May 19. Raper & Ellman, Battle
HORNBY, CHARLOTTE, Hyde Park terr. April 21. Berkeley & Calcott, Lincoln's inn fields
HUGHES, SUSAN, Harvey st, Liverpool. April 20. Rudd, Liverpool
HUMPHREY, THOMAS, Fetcham, nr Leatherhead, Surrey, Farmer. May 14. Sherrard, Lincoln's inn rd
JACKSON, MARY, Melbourne, Derby. April 30. J. & W. H. Sale & Mills, Derby
KING, MARY, Plymouth. April 30. Whiteford & Bennett, Plymouth
KIRKE, HENRY PHILLIP, Darjeeling, Bengal, India, Lieut Colonel. April 15. Bedford & Co, Gt Tower st
LAINSON, HENRY, Reigate, Surrey, Esq. April 19. Arnold & H White, Gt Marlborough st
LETCHER, JOSEPH FREDERICK, Kimberley, South Africa, Grocer. May 1. Hollams & Co, Mincing lane
LISTER, THOMAS MARSH, Hornsey, Esq. April 21. Van Sandau & Co, King st, Cheapside
MALING, MARY ANN BETSY, Gardener's lane, King st, Westminster. April 7. Troutbeck & Barnes, Westminster chmbrs, Victoria st
MALLINSON, ALLEN, Huddersfield. May 14. Mills & Bibby, Huddersfield
MARNHAM, HENRY, Cassiobury, Herts, Esq. April 25. S. F. & H. Noyes, The Sanctuary, Westminster
MAWDESLEY, THOMAS, Liverpool, Glass Merchant. April 21. Rowe & Co, Liverpool
MERRITT, GEORGE FREDERICK, Croydon, Surrey, Refreshment Contractor. April 21. Crosse & Sons, Lancaster place, Strand
OLIVER, JAMES, Poet's rd, Highbury New park, Cabinet Maker. April 21. Tiddeman & Briggs, Finsbury sq
OMMANNEY, EDMUND WOODS, Stoke Damerel, Devon, Esq. April 19. Woollcombe & Son, Plymouth
PAGE, GEORGE, East Dereham, Norfolk, Grocer. June 1. Cooper & Norgate, East Dereham
PARTINGTON, CHARLES JAMES, Cheshunt, Herts, Esq. April 22. Ewbank & Co, South sq, Gray's inn
PRITT, WILLIAM, Row in Waberthwaite, Cumberland, Gent. April 26. Butler, Broughton in Furness
POUND, RICHARD FOX, Dartmouth, Draper. June 30. Wm Smith & Hayne Smith, Dartmouth
PUCKLE, EDMUND ELLIS, Sutton, Surrey, Gent. April 30. Marshall & Haslip, Martin's lane, Cannon st
SCHWEDER, JULIUS EDWARD, Courtfield gardens, South Kensington, Esq. April 21. Cowland & Chowne, Lincoln's inn fields
SHERBROOKE, HENRY, Oxton Hall, Notts, Esq. April 30. Freeth & Co, Nottingham
SPENCER, MARY, Seymour rd, New Hampton. April 30. Patey & Warren, London Wall
STIMPSON, HARRIET, St John's rd, Putney. April 21. Young & Co, Essex st, Strand
STIMPSON, THOMAS, St John's rd, Putney. April 21. Young & Co, Essex st, Strand
TAYLOUR, Hon. JOHN HENRY, Highland rd, Norwood, Major General. April 19. Young & Co, St Mildred's ct, Poultry
TRANTER, WILLIAM, Birmingham, Gun Maker. May 1. Ryland & Co, Birmingham
TRITTON, HENRY MAXWELL BULLER, Brighton, 2nd Lieutenant 14th Hussars. April 29. Nash & Co., Queen st, Cheapside
VADE, JOHN, Scarborough, Gent. April 21. Avory, Old Bailey
VINCENT, JANE, Chard, Somerset. April 22. Tucker & Forward, Chard
WADDINGTON, CLARA, York place, Marylebone. April 19. Busk & Co, Lincoln's inn fields
WALKER, MARY MARIA, Tettenhall Wood, Staffs. April 30. Dent & Co, Wolverhampton
WEBBER, ELLEN PLEASANCE, Aldeburgh on Sea, Suffolk. May 7. Mayhew & Sons, Saxmundham
WEBSTER, MARY, Havelock square, Sheffield. May 3. Parker & Brailsford, Sheffield
WOOTTEN, JANE, Etherow street, East Dulwich. April 18. Carr & Martin, Great Tower street

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, March 28.

RECEIVING ORDERS.

BIRD, BEVERLEY, Devonshire st, Portland pl, late Capt in the 51st Foot Regiment High Court Pet Feb 10 Ord March 25
DAVY, JOSEPH, jun, Lancaster, Hosier Preston Pet March 24 Ord March 24
FAIRWEATHER, EDGAR, East Donyland, Essex, Baker Colchester Pet March 24 Ord March 24
FLEMING, SAMUEL, Leeds, Draper Leeds Pet March 25 Ord March 25
GITTUS, WILLIAM LEONARD, Smethwich, Staffs, Boat Builder West Bromwich Pet March 25 Ord March 25
HERAUD, HONORE, Nottingham, Hatter Nottingham Pet March 26 Ord March 26
HOGARTH, GEORGE BICKNELL, and ANDREW DAVID HOGARTH, Oxford st, Picture Dealers High Court Pet March 26 Ord March 26
JACOBS, JULIUS, Arthur st East, Debt Buyer High Court Pet March 25 Ord March 25
JAMES, ROBERT, Church st, Paddington, Tax Collector High Court Pet March 8 Ord March 24
JOHNSTON, ROBERT NEVINS, Newcastle on Tyne, Grocer Newcastle on Tyne Pet March 24 Ord March 24
JOYCE, FRANCIS, Balsall Heath, Worcs, Builder, Birmingham Pet March 25 Ord March 25
KNIGHT, PETER, Wigan, Fruiterer Wigan Pet March 24 Ord March 24
LAMPORT, WILLIAM GEORGE, Worthing, Sussex, Corn Merchant Brighton Pet March 24 Ord March 24
LETHER, JOSEPH, Scarborough, Cabinet Maker Scarborough Pet March 25 Ord March 25
LIPPIATT, THOMAS DAN JOHNSON, Frome, Somerset, Grocer Frome Pet March 24 Ord March 24
LOVELL, FRANCIS OTLEY, Wellington rd, St John's Wood, Surgeon High Court Pet March 25 Ord March 25
LUKE, JOHN JAMES, Gosport, Builder Portsmouth Pet March 26 Ord March 26
MORGAN, EDWARD, Manchester, Medical Electrician Manchester Pet March 25 Ord March 25
NASH, JOSIAH, Milton next Gravesend, Mineral Water Manufacturer Rochester Pet March 25 Ord March 25
NEWTON, NATHANIEL, Bulwell, Nottingham, late Innkeeper Nottingham Pet March 21 Ord March 24
NIXON, RICHARD, Gt Eccleston, Lancs, Innkeeper Preston Pet Mar 25 Ord Mar 25
PETFORD, FREDERIC, Aston-juxta-Birmingham, Commercial Traveller Birmingham Pet Mar 25 Ord Mar 25
POWELL, ERNEST WILLIAM, Wolverhampton, Tobacconist Wolverhampton Pet Mar 24 Ord Mar 25
RHODES, THOMAS BROWN, Armley, Leeds, out of business Leeds Pet Mar 25 Ord Mar 25
ROBERTS, FREDERICK JULIAN, Hulme, Manchester, Fishing Tackle Maker Manchester Pet Mar 24 Ord Mar 24
SINCLAIR, WILLIAM, and ANDREW SINCLAIR, South Shields, Stationers Newcastle-on-Tyne Pet Mar 26 Ord Mar 26
STILLMANN, ABRAHAM, Liverpool, Tailor Liverpool Pet Mar 25 Ord Mar 25
STUBLEY, JOSEPH, Eccleston, nr St Helens, Pig Keeper Liverpool Pet Mar 24 Ord Mar 24
TERRY, ROBERT GILBERT, Portsea, Grocer Portsmouth Pet Mar 24 Ord Mar 24
THOMAS, THOMAS, Hanham, Glos, Manager of Chemical Works Bristol Pet Mar 25 Ord Mar 25
TUCKEY, WILLIAM, Standlake, Oxon, Baker Oxford Pet Mar 26 Ord Mar 26
WEATHERHEAD, CHARLES, and FRANCIS EDWARD WEATHERHEAD, Shipley, Worsted Coat Makers Bradford Pet Mar 24 Ord Mar 24
WILDING, SYLVESTER, Higher Eanam, Blackburn, Clothier Blackburn Pet Mar 24 Ord Mar 24

FIRST MEETINGS

ABEY, THOMAS, New Wortley, Leeds, Clerk April 9 at 11 Off Rec, 22, Park row, Leeds
ATHLUMNEY, Lord JAMES HERBERT GUSTAVUS MEREDYTH, Baron MEREDITH, Curzon st, Mayfair, Lieutenant in Coldstream Guards April 15 at 2.30 33, Carey st, Lincoln's inn fields
BATEMAN, MARY, and ARTHUR FRED BATEMAN, Bristol, Boot Manufacturers April 10 at 1 Off Rec, Bank chmbrs, Bristol
CAWSE, WILLIAM, and GEORGE FREDERICK CAWSE, Landport Outfitters April 14 at 3.30 166, Queen st, Portsea
CROSSE, HENRY, 3, Catherine crt, Tower Hill April 18 at 11 Bankruptcy bldgs, Lincoln's inn fields
EADES, WILLIAM SEYMOUR, Bristol, Boot Manufacturer April 15 at 12.30 Off Rec, Bank chmbrs, Bristol
FOLEY, THOMAS, Ancoats, Manchester, Lathmaker April 10 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HUNT, NEVILLE, and WILLIAM RUMSEY, Manchester, Merchants April 10 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
JOHNSTON, ROBERT NEVINS, Newcastle on Tyne, Grocer April 10 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
KEELING, ALFRED, Market Drayton, Salop, Tailor April 15 at 2 Royal Hotel, Crewe
KNIGHT, PETER, Wigan, Fruiterer April 8 at 11.30 16, Wood st, Bolton
LEECH, THOMAS HENRY, Crewe, Cheshire, Furniture Broker April 15 at 3.30 Royal Hotel, Crewe
LONG, GEORGE EDWARD, High st, Kensington, Jobmaster April 16 at 12 33, Carey st, Lincoln's inn fields
LOWE, JOSEPH, Myddelton st, Clerkenwell, Importer of Clocks April 16 at 11 33, Carey st, Lincoln's inn fields
LOWES, THOMAS, Accrington, Draper April 9 at 3 30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
MAUD, EDWARD FLETCHER, Leeds, Solicitor April 14 at 3 Off Rec, 22, Park row, Leeds
MESSITER, EDWARD WADE, Reigate, Surrey, Licensed Victualler April 17 at 11 33, Carey st, Lincoln's inn
MORGAN, EDWARD, Manchester, Medical Electrician April 18 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
NASH, JOSIAH, Milton next Gravesend, Mineral Water Manufacturer April 8 at 11.30 Off Rec, High st, Rochester
NEAVE, ROBERT, Manchester, Fruit Salesman April 18 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
PHILLPOTTS, JAMES, Tretire, Herefordshire, Farmer April 14 at 1.15 Royal Hotel, Ross
READMAN, GEORGE, late of Wilstead, Beds, Farmer April 9 at 11 8, St Paul's sq, Bedford
ROBERTS, GEORGE, Market Drayton, Salop, Innkeeper April 15 at 2.45 Royal Hotel, Crewe

ROBERTS, JOHN EDWIN, late of Newport, Mon, Draper April 9 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

ROGERS, JACOB, Brockley, Clerk April 11 at 12 Bankruptcy bldgs, Lincoln's inn

ROGERSON, JAMES, Bootle, Draper April 11 at 3 Off Rec, 35 Victoria st, Liverpool

SHARLE, WILLIAM, Oxford, Wood Merchant April 5 at 12 1, St. Aldate's, Oxford

SINCLAIR, WILLIAM, and ANDREW SINCLAIR, South Shields, Stationers April 9 at 11 Off Rec, Pink lane, Newcastle on Tyne

SKEGG, GEORGE, Henshaw st, Walworth, Victualler April 16 at 11 Bankruptcy bldgs, Lincoln's inn fields

STANNERS, FRED, Berkhampstead Common, Herts, Farmer April 8 at 12.30 Royal Hotel, Railway Station, Tring

STUBLEY, JOSEPH, Eccleston, nr St Helens, Pigkeeper April 11 at 2 Off Rec, 35, Victoria st, Liverpool

THICK, CHARLES, Shepton Mallet, Somerset, Greengrocer April 10 at 12.30 Off Rec, Bank chmbrs, Bristol

THOMAS, THOMAS, Henham, Glos, Manager of Chemical Works April 10 at 12 Off Rec, Bank chmbrs, Bristol

WEATHERHEAD, CHARLES, and FRANCIS EDWARD WEATHERHEAD, Shipley, Yorks, Worsted Coating Manufacturers April 14 at 11 Off Rec, 31, Manor row, Bradford

WILDING, SYLVESTER, Higher Eansm, Blackburn, Clothier April 22 at 2 County Court House, Blackburn

WOODWARD, SAM, Nuneaton, Bricklayer April 10 at 11 Off Rec, 17, Hertford st, Coventry

WORGAN, JOHN, Newland, Glos, Farmer April 9 at 12.30 Off Rec, 12, Tredegar pl, Newport, Mon

ADJUDICATIONS.

BRYANT, DANIEL JEROME, Lower Park rd, Peckham, late Clerk in the London and Westminster Bank, Southwark High Court Pet March 13 Ord March 24

CARR, THOMAS, Anfield, nr Liverpool, Baker Liverpool Pet March 15 Ord March 25

DAVY, JOSEPH, jun, Lancaster, Hosier Preston Pet March 24 Ord March 24

EDWARDS, JOHN EDWARD, Campbell rd, Bow, Builder High Court Pet Feb 28 Ord March 25

FAIRWEATHER, EDGAR, East Donyland, Essex, Baker Colchester Pet March 24 Ord March 24

FLEMING, SAMUEL, Leeds, Draper Leeds Pet March 25 Ord March 25

FLORENCE, ALBERT, Bognor, Sussex, Jobmaster Brighton Pet Jan 20 Ord March 25

HALL, JOSEPH, jun, Thorner, nr Leeds, Commission Agent York Pet March 21 Ord March 22

HODDELL, COPE, Coventry, Watch Manufacturer Coventry Pet Feb 18 Ord March 26

HOGG, THOMAS, Berwick upon Tweed, Fruiterer Newcastle on Tyne Pet March 5 Ord March 26

HUNT, NEVILLE, and WILLIAM RUMSEY, Manchester, Merchants Manchester Pet March 17 Ord March 25

JACOB, JOSEPH WILLIAM, Hackney rd, Boot Manufacturer High Court Pet Feb 15 Ord March 25

JOYCE, FRANCIS, Balsall Heath, Worcs, Builder Birmingham Pet March 25 Ord March 25

KNIGHT, PETER, Wigan, Fruiterer Wigan Pet March 22 Ord March 24

LEITHER, JOSEPH, Scarborough, Cabinet Maker Scarborough Pet March 25 Ord March 25

LITTLE, ARCHIBALD, Frogmore Wharf, Wandsworth, Brick Merchant Wandsworth Pet Feb 26 Ord March 20

LOWERY, ARCHIBALD ROBERT, and CHARLES LANE, High st, Shoreditch, Shoe Manufacturers High Court Pet Feb 18 Ord March 25

MAUD, EDWARD FLETCHER, Leeds, Solicitor Leeds Pet Feb 28 Ord March 26

MOROSS, EDWARD, Manchester, Medical Electrician Manchester Pet March 25 Ord March 25

NEWTON, NATHANIEL, Bulwell, Nottingham, late Innkeeper Nottingham Pet March 24 Ord March 24

NIXON, RICHARD, Gt Eccleston, Lancs, Innkeeper Preston Pet March 25 Ord March 25

ODELL, WILLIAM, Radwell, Herts, Farmer Luton Pet March 8 Ord March 25

READMAN, GEORGE, late of Wilstead, Beds, Farmer Bedford Pet Feb 27 Ord March 24

RHODES, THOMAS BROWN, Armley, Leeds, out of business Leeds Pet March 26 Ord March 26

ROBERTS, FREDERICK JULIAN, Hulme, Manchester, Fishing Tackle Maker Manchester Pet March 24 Ord March 24

ROBERTS, GEORGE, Market Drayton, Salop, Innkeeper Nantwich and Crewe Pet March 20 Ord March 23

ROBERTS, JOHN ELWIN, late of Newport, Mon, Draper Newport, Mon. Pet March 7 Ord March 24

SINCLAIR, WILLIAM, and ANDREW SINCLAIR, South Shields, Stationers Newcastle on Tyne Pet March 26 Ord March 26

SMITH, ROBERT, late of Hanover street, Hanover square High Court Pet Jan 23 Ord March 24

STUBLEY, JOSEPH, Eccleston, nr St. Helen's, Pigkeeper Liverpool Pet March 24 Ord March 24

TENCH, RICHARD, Brighton, of no occupation Brighton Pet Feb 20 Ord March 22

TERRY, ROBERT GILBERT, Portsea, Grocer Portsmouth Pet March 24 Ord March 24

WILDING, SYLVESTER, Higher Eansm, Blackburn, Clothier Blackburn Pet March 24 Ord March 24

London Gazette.—TUESDAY, April 1.

RECEIVING ORDERS.

ABRAHAM, JOSEPH, Bristol, Soap Maker Bristol Pet March 27 Ord March 27

BARRON, THOMAS, Tunstall in Holderness, Yorks Farmer Kingston on Hull Pet March 13 Ord March 28

BECKWITH, ROBERT, Stockton on Tees, Engineer Stockton on Tees Pet March 27 Ord March 27

BOWNAS, WILLIAM, Roger Ground, nr Hawkshead, Lancs, Builder Kendal Pet March 28 Ord March 28

BRERETON, THOMAS, Crewe, Joiner Crewe Pet March 28 Ord March 28

BROWN, NEWTON MURGATROYD, Manningham, Bradford, Machine Maker's Traveller Bradford Pet March 27 Ord March 27

CAMERON, JAMES ANDERSON, Throgmorton avenue, Stockbroker High Court Pet March 27 Ord March 11

CLOUGH, FREDERICK, Bradford, Coaldealer Bradford Pet March 29 Ord March 29

DENYER, CORNELIUS, Blackfriars rd, Licensed Victualler High Court Pet March 28 Ord March 28

EVANS, DAVID, St Peter, Carmarthenshire, Farmer Carmarthen Pet March 25 Ord March 25

GALLARD, THOMAS, Greens Norton, Northamptonshire, Miller Northampton Pet March 27 Ord March 27

GARSIDE, JAMES, Ashton under Lyne, Joiner Ashton under Lyne Pet March 29 Ord March 29

HILL, EDWARD JAMES, Syston, Leics, Farm Bailiff Leicester Pet March 29 Ord March 29

HUNT, GEORGE, Lettuce st, Fulham, Builder High Court Pet March 12 Ord March 28

JOSEPH, LEWIS MANSEL, Aberavon, Glam, Licensed Victualler Neath Pet March 29 Ord March 29

LEE, ROBERT, Newport, Mon, Boot Dealer Newport Pet March 27 Ord March 27

LOCKYER, JOHN, Bournemouth, Baker Poole Pet March 29 Ord March 29

MELLOR, WILLIAM, Oldham, Yarn Agent Oldham Pet March 17 Ord March 27

MORRIS, JANE, Pembroke, Boot Dealer Pembroke Dock Pet March 27 Ord March 27

MULCHINOCK, MICHAEL EDWARD, Sunninghill, Berks, Retired Captain in the Army Kingston, Surrey Pet March 27 Ord March 27

NEWSON, HENRY RICHARD, Devonshire sq, Bishopsgate, Solicitor High Court Pet March 27 Ord March 27

O'FARRELL, CHARLES, Gt Yarmouth, Surgeon Gt Yarmouth Pet March 29 Ord March 29

PENNEY, EDWIN, Sandown, I.W., Draper Newport and Ryde Pet March 29 Ord March 29

POOLEY, HARRY, Brighton, Grocer Brighton Pet March 26 Ord March 26

PRINCE, FREDERICK WILLIAM, Shirley Warren, Southampton, Basket Maker Southampton Pet March 27 Ord March 27

RICHARDSON, WILLIAM TAYLOR, Padiham, Lancs, Butcher Burnley Pet March 27 Ord March 27

RICKETTS, EDWARD, 9t College st, Camden Town, Coal Dealer High Court Pet March 27 Ord March 27

SHAW, GEORGE BENNETT, Dionis yard, Fenchurch st, Wholesale Tea Dealer High Court Pet March 24 Ord March 28

SILBER, MARTIN ALBERT, late Furnival's inn, Merchant High Court Pet Dec 23 Ord March 27

STAFF, JOHN THOMAS, Gt Yarmouth, Beerhouse Keeper Gt Yarmouth Pet March 27 Ord March 27

SWIFT, WILLIAM ARTHUR, Nottingham, Lace Dresser Nottingham Pet March 27 Ord March 27

THOMAS, ROBERT, Nottingham, Confectioner Nottingham Pet March 27 Ord March 27

VASSAR, GEORGE, Milson rd, West Kensington Park, Builder High Court Pet March 14 Ord March 27

FIRST MEETINGS.

ABRAHAM, JOSEPH, Bedminster, Bristol, Soap Maker April 15 at 3.30 Off Rec, Bank chbrs, Bristol

ASHTON, WILLIAM, Manchester, Engineer April 10 at 3 30 Off Rec, Ogden's chbrs, Bridge st, Manchester

BROWN, NEWTON MURGATROYD, Manningham, Bradford, Machine Maker's Traveller April 17 at 11 Off Rec, 31, Manor row, Bradford

BURGOINE, EDWARD, Egham, Surrey, Boatbuilder April 10 at 1.45 Angel and Crown Hotel, Staines

CHAMBERS, GEORGE, Barnsley, Joiner April 17 at 10.30 Off Rec, 1, Hanson st, Barnsley

COOK, WILLIAM THOMAS, Forest hill, Kent, Builder April 10 at 12 119, Victoria st, Westminster

CRANSTONE, WILLIAM ROBERT, Enfield, Builder April 10 at 11 16 Room, 30 and 31, St Swithin's lane

CRAY, THOMAS, Leadenhall st, Solicitor April 16 at 2.30 33, Carey st, Lincoln's inn

CULNANE, CHARLES, Pembridge Villas, Bayswater, Greengrocer April 22 at 11 33, Carey st, Lincoln's inn

DAVY, JOSEPH, jun, Lancaster, Hosier April 16 at 3.45 Off Rec, 14, Chapel-st, Preston

DAY, JOHN WILLIAM, Sterndale-rd, West Kensington, Salesman April 18 at 12 33, Carey-st, Lincoln's-inn-fields

FLEMING, SAMUEL, Leeds, Draper April 9 at 12 Off Rec, 22, Park-row, Leeds

FOX, MOSES HENRY, Handsworth, Staff, Butcher April 10 at 11 28, Colmore-row, Birmingham

GOLDSMITH, GEORGE, Lewisham, Kent, Beerhouse Manager April 14 at 3 119, Victoria-st, Westminster

GRIFFITHS, SARAH ANNE, Plas Issa, Mold, Flints, Farmer April 11 at 3.30 Black Lion, Mold

HERAUD, HONORE, Nottingham, Hatter April 10 at 12 Off Rec, St. Peter's Church-walk, Nottingham

HORLOCK, S, Manor Park, Essex, Builder April 15 at 2.30 Bankruptcy-bldgs, Portugal-st, Lincoln's-inn-fields

JACOB, ALFRED, Maclise-rd, Kensington, Merchant April 15 at 12 33, Carey-st, Lincoln's-inn-fields

LAMPORT, WILLIAM GEORGE, Worthing, Sussex, Corn Merchant April 9 at 12 Off Rec, 4, Pavilion-bldgs, Brighton

LIPPIATT, THOMAS DAN JOHNSON, Frome, Grocer Apr 17 at 12.30 Off Rec, Bank chbrs, Bristol

LUKE, DAVID SMITH, Barrow in Furness, Clothier Apr 10 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

LUKE, JOHN JAMES, Gosport, Builder Apr 15 at 12 166, Queen st, Portsea

MAGNUS, JOSEPH, Alie pl, Gt Alie st, Whitechapel, Butcher Apr 17 at 12 33, Carey st, Lincoln's inn

MCSHANE, CHARLES V, Chelverton rd, Putney, Jeweller Apr 10 at 3 119, Victoria st, Westminster

MELLOR, WILLIAM, Oldham, Yarn Agent Apr 15 at 11 Off Rec, Priory chbrs, Union st, Oldham

NEWTON, NATHANIEL, Bulwell, Nottingham, late Innkeeper Apr 10 at 11 Off Rec, St Peter's Church walk, Nottingham

NIXON, RICHARD, Gt Eccleston, Lancs, Innkeeper Apr 18 at 4.30 Off Rec, 14, Chapel st, Preston

PETFORD, FREDERIC, Aston juxta Birmingham, Commercial Traveller Apr 11 at 11 25, Colmore row, Birmingham

PRINCE, FREDERICK WILLIAM, Shirley Warren, Southampton, Basket Maker Apr 17 at 11 Off Rec, 4, East st, Southampton

ROBERTS, FREDERICK JULIAN, Hulme, Manchester, Fishing Tackle Maker Apr 10 at 3.15 Off Rec, Ogden's chbrs, Bridge st, Manchester

SMITH, ROBERT, Hanover st, Hanover sq April 16 at 12 Bankruptcy bldgs, Lincoln's inn

TERRY, ROBERT GILBERT, Portsea, Grocer April 14 at 4 166, Queen st, Portsea

THOMAS, THOMAS, and JOHN PHILLIPS, Ynysybwl, nr Pontypridd, Glam, Builders April 8 at 12 Off Rec, Merthyr Tydfil

TOMLIN, GEORGE, Acton Vale, Butcher April 18 at 11 33, Carey st, Lincoln's inn

WALSH, JOHN, Hanley, Photographer April 17 at 3 Off Rec, Newcastle under Lyme

WATSON, HENRY, North Newbald, nr Brough, Yorks, Innkeeper April 9 at 11 Off Rec, Trinity house lane, Hull

WILKINS, GEORGE, Aberaman, Aberdare, Glam, Builder April 9 at 12 Off Rec, Merthyr Tydfil

WILLIAMS, ROBERT, Llanfairfechan, Carnarvonshire, no occupation April 10 at 12 Court house, Bangor

WRIGHT, ALFRED, Fann st, Manufacturer's Agent April 17 at 2.30 33, Carey st, Lincoln's inn

ADJUDICATIONS.

ALLAN, DUNCAN SMITH, Rattray rd, Brixton High Court Pet Feb 24 Ord March 26

BACKHOUSE, JOHN, Artillery ln, Bishopsgate st High Court Pet Dec 20 Ord March 28

BATEMAN, MARY, and ARTHUR FRED BATEMAN, St. George's, Glos, Boot Manufacturers Bristol Pet March 21 Ord March 29

BECKWITH, ROBERT, Stockton on Tees, Engineer Stockton on Tees Pet March 27 Ord March 27

BOWNAS, WILLIAM, Roger Ground, nr Hawkshead, Lancs, Builder Kendal Pet March 27 Ord March 28

BRERETON, THOMAS, Crewe, Joiner Crewe Pet March 28 Ord March 28

BRESLAUER, LOUIS, Crosby sq, Commission Agent High Court Pet Jan 13 Ord March 27

BRETT, REGINALD, Laurence Pountney hill, Financial Agent High Court Pet Dec 3 Ord March 27

BROWN, ALFRED, Chancery ln, Engineer High Court Pet Feb 7 Ord March 27

CAMERON, JAMES ANDERSON, Throgmorton avenue, Stockbroker High Court Pet March 11 Ord March 29

CLOUGH, FREDERICK, Bradford, Coaldealer Bradford Pet March 29 Ord March 29

COOK, WILLIAM THOMAS, Montague place, Forest hill, Builder Greenwich Pet March 20 Ord March 25

CRAY, THOMAS, Leadenhall st, Solicitor High Court Pet April 4, 1889 Ord March 28

CROSSE, HENRY, Catherine ct, Tower hill High Court Pet Feb 20 Ord March 27

EVANS, DAVID, St Peter, Carmarthenshire, Farmer Carmarthen Pet March 25 Ord March 25

GALLARD, THOMAS, Greens Norton, Northamptonshire, Miller Northampton Pet March 27 Ord March 27

GITTUS, WILLIAM LEONARD, Smethwick, Staffs, Boatbuilder West Bromwich Pet March 25 Ord March 28

HERAUD, HONORE, Nottingham, Hatter Nottingham Pet March 26 Ord March 26

HIGGITT, ALFRED, and WILLIAM MAISEY BLAND, Southwark Bridge rd, Iron Merchants High Court Pet Feb 19 Ord March 26

JOSEPH, LEWIS MANSEL, Aberavon, Glam, Licensed Victualler Neath Pet March 29 Ord March 29

LAMPORT, WILLIAM GEORGE, Worthing, Sussex, Corn Merchant Brighton Pet March 24 Ord March 27

LEWIS, JOHN, Brondesbury rd, Kilburn, Lodging House Keeper High Court Pet Feb 6 Ord March 26

MACKAY, JAMES JOHN, Queen Victoria st, Newspaper Proprietor High Court Pet Feb 8 Ord March 28

MAGNUS, JOSEPH, Alie pl, Gt Alie st, Whitechapel, Butcher High Court Pet March 19 Ord March 29

MARLEY, ALBERT, Finsbury pvmt High Court Pet Jan 13 Ord March 26

MORRIS, JANE, Pembroke, Boot Dealer Pembroke Dock Pet March 19 Ord March 27

MULCHINOCK, MICHAEL EDWARD, Sunninghill, Berks, retired Captain in the Army Kingston, Surrey Pet March 27 Ord March 29
NEWSON, HENRY RICHARD, Devonshire sqr, Bishopsgate, Solicitor High Court Pet March 27 Ord March 27
O'FARRELL, CHARLES, Gt Yarmouth, Surgeon Gt Yarmouth Pet March 29 Ord March 29
PAGE, GEORGE FREDERICK, Warwick, Boot Manufacturer Warwick Pet March 4 Ord March 10
PENNEY, EDWIN, Sandown, I W, Draper Newport and Ryde Pet March 25 Ord March 29
POOLEY, HARRY, Brighton, Grocer Brighton Pet March 26 Ord March 26
POWELL, ERNEST WILLIAM, Wolverhampton, Tobacconist Wolverhampton Pet March 24 Ord March 28
PRINCE, FREDERICK WILLIAM, Shirley Warren, Southampton, Basket Maker Southampton Pet March 27 Ord March 27
RICHARDSON, WILLIAM TAYLOR, Padiham, Lancs, Butcher Burnley Pet March 26 Ord March 29
RICKETTS, EDWARD, Great College-street, Camden Town, Coaldealer High Court Pet March 27 Ord March 27
ROGERSON, JAMES, Bootle, Draper Liverpool Pet Feb 14 Ord March 28
STAFF, JOHN THOMAS, Great Yarmouth, Beerhouse Keeper Great Yarmouth Pet March 27 Ord March 27
THOMAS, THOMAS, Hanham, Glos, Manager of Chemical Works Bristol Pet March 25 Ord March 28
TOMLIN, GEORGE, Acton Vale, Butcher High Court Pet Feb 27 Ord March 28
WATSON, HENRY, North Newbald, nr Brough, Yorks, Innkeeper Kingston-upon-Hull Pet March 22 Ord March 27
WRIGHT, ALFRED, Fann-st, Manufacturer's Agent High Court Pet March 21 Ord March 28

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WATKINS.—March 25, at Usk, Mon, the wife of J. Maitland Watkins, solicitor, of a son.

MARRIAGE.

SAVIGNY—SMITH.—March 18, at Sharrow, Sheffield, William Henry Savigny, B.A. Oxon, of Launceston, Tasmania, and of the Inner Temple, barrister-at-law, to Mary Eveline, third daughter of William Smith, of Sheffield, solicitor.

DEATHS.

BAKER.—March 23, at 3, Montague-place, Russell-square, Charles John Baker, barrister-at-law, of the Inner Temple, aged 81.
BULL.—March 26, at 20, Inverness-terrace, W., Charles Bull, solicitor, of 24, Bedford-row, W.C., aged 65.
ROBERTS.—March 13, on board s.s. Peshawur, Edmund Theodore Roberts, late of Calcutta, and of the Middle Temple, barrister-at-law, aged 43.
ROSS.—March 22, at Edinburgh, John Ross, solicitor, Supreme Courts of Scotland, late of 79, Great King-street, aged 79.

CONTENTS.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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